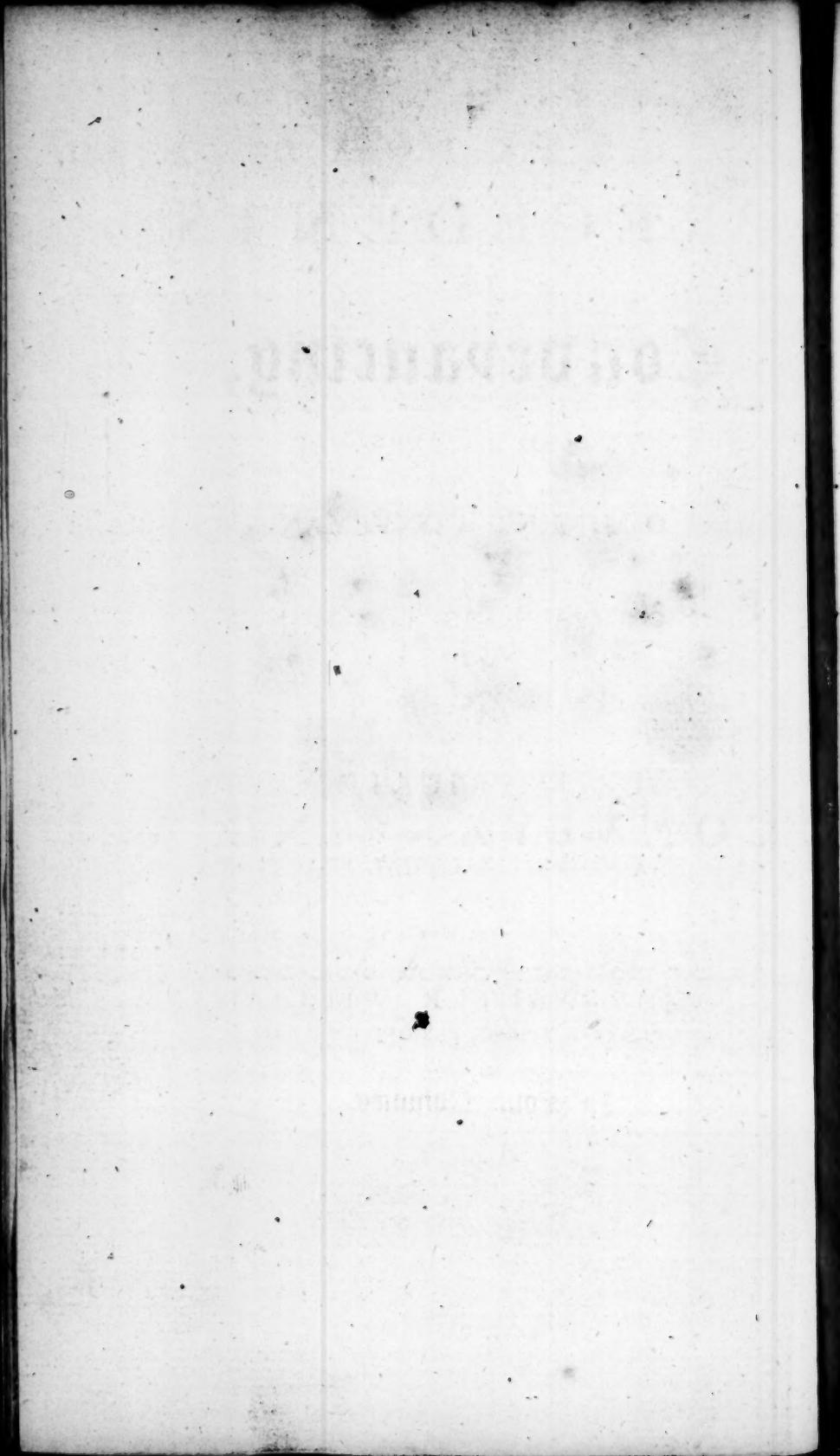


ORIGINAL
PRECEDENTS
IN
CONVEYANCING.



100 N

ORIGINAL
PRECEDENTS

IN

Conveyancing,

SETTLED AND APPROVED

BY THE

MOST EMINENT CONVEYANCERS;

INTERSPERSED WITH

THE OBSERVATIONS AND OPINIONS

OF

C O U N S E L

UPON

VARIOUS INTRICATE CASES.

THE WHOLE SELECTED FROM

THE DRAUGHTS OF ACTUAL PRACTICE,

AND

Now first published under the DIRECTION and immediate
INSPECTION of

THOMAS WALTER WILLIAMS,
OF THE INNER TEMPLE, BARRISTER AT LAW.

In Four Volumes.

VOL. I.

L O N D O N :

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For G. KEARSLEY, No. 46, Fleet Street.

MDCCCLXXXVIII.



P R E F A C E.

PRECEDENTS in Conveyancing, when settled or approved by gentlemen of professional reputation, have ever been highly esteemed by those who are engaged in the practice of that particular branch of the law.

A strict adherence to mechanical and legal accuracy in the construction of deeds, is of the utmost importance; giving permanence and security to the interests and possessions of mankind; whereas inattention frequently renders an

application to a court of judicature necessary; in order either to settle the respective rights and interests of the parties, or to explain the meaning of the instrument.

To prevent such difficulties, several books have been published illustrating the Practice of Conveyancing, but very few of any consequence or authenticity, the major part being mere compilations from such as have been esteemed valuable; for it is an incontrovertible truth, that since the appearance of HORSEMAN's *Precedents*, no book of any authority has been published in this peculiar line of practice.

To lay before the Gentlemen of the Law a complete, copious, and perfectly original Collection of Precedents is therefore the design of the present Publication, the whole of which have been either drawn,

drawn, settled, or approved by Conveyancers of the first eminence and estimation.

The draughts will be methodically placed under general heads in alphabetical order, and the subject matter in each deed will be preceded by an explanatory title.

Fictitious names and descriptions will be substituted in place of real ones, in the manner observed by HORSEMAN, that method being more likely to impress the memory with a perfect recollection of the parties, and a thorough comprehension of their several interests, than the common mode of adopting initials.

To convince the profession of the authenticity of the proposed collection, to each draught will be prefixed or subjoined (unless the Conveyancer is still in practice) the name of the gentleman who settled,

P R E F A C E.

drew, or approved the same, with such observations as were made upon the case; and where a conveyance was founded upon an opinion previously given, the precedent case and opinion will be likewise introduced preparatory to the deed.

In addition to the relative cases, a great variety of independent ones, properly arranged, will occasionally appear in the course of the Publication, accompanied by the opinions of gentlemen of the most distinguished abilities and elevated rank in the law, from whose comments much information must be derived.

Lastly, a copious Index will be added, accurately displaying the purport of the several deeds and their component clauses, by which recourse may be had to any precedent, or part thereof, so as to apply and render the same serviceable in almost every case that can occur.

ORIGINAL

ORIGINAL
P R E C E D E N T S
IN
C O N V E Y A N C I N G.

Agreements.

*An Agreement for the Sale of a Freehold
Estate.*

No. I.

MEMORANDUM, That it is agreed between *Abel Adams*, Esquire, of the one part; and *Benjamin Brett*, of the other part; That the said *Abel Adams* shall, on or before the first day of *December* next, make out a good title unto, and by good and sufficient conveyances in the law convey and assure unto the said *Benjamin Brett* and his heirs, free from all incumbrances whatsoever (except an annuity or rent charge of *2 l. 10 s.* a year, issuing out of the premises, and payable to the poor of *St. Botolph without Aldersgate, London,*) All those nine freehold messuages or

An agreement
to make out a
good title unto
and to convey,
free of incum-
brances,

(except as to an
annuity)

a freehold
estate;

Original Precedents

together with
the policies of
insurance, and
all fixtures:

In consideration
whereof the
purchaser agrees
to pay 840*l.* to
the vendor on
executing the
conveyance,
and likewise to
be at the charge
of the deeds;
but that all at-
tested copies of
title deeds, and
also a fine and
recovery, if
necessary, shall
be at the charge
of the vendor.

tenements, with the appurtenances, on the left hand side of *Crown Court*, in the said parish of *St. Botolph without Aldersgate*, now or late let for 111*l.* a year, together with the policies of insurance from fire of the said premises, and all locks, bolts, bars, cocks, cisterns, and other fixtures therein belonging to the said *Abel Adams*: And that the said *Benjamin Brett* shall receive the rents of the said premises from the 29th day of *September* last: And the said *Abel Adams* shall pay all arrears of the king's tax, and the annuity to the poor, up to that time: In consideration whereof the said *Benjamin Brett* doth hereby agree to pay to the said *Abel Adams* the sum of 840*l.* on executing such conveyances as aforesaid: And it is hereby further agreed between the said parties, that the said *Benjamin Brett* shall be at the charge of the deeds for conveying to him the said premises; and that all attested copies of title deeds and covenants to produce the same, and also a fine and recovery, if necessary, shall be at the charge of the said *Abel Adams*. IN WITNESS whereof the said *Abel Adams* and *Benjamin Brett* have hereunto set their hands and seals the ——— day of ———, 1760.

Approved by Mr. FAZAKERLY,
who was a party thereto.

An

An Agreement among Copartners to exercise but one Trade; to keep the Amount of the Capital at a certain Sum during the Copartnership; to permit a Stranger, on the Behalf of a Person who had advanced Money to one of the Partners to enable him to go into Trade, to inspect the State of the Trade; and for charging the Payment of the Interest, in respect of the Money lent, upon the Share of the Profits belonging to the Partner who had borrowed the Money.

No. II.

Articles of Agreement, made, concluded, and agreed upon this sixth Day of December, 1775, between Abel Atkins, of Fleet Street, London, Ironmonger; Bion Bell, of the same Place, Ironmonger; and Charles Crew, late of Denham, in the County of Bucks, and now of the Parish of Christ Church, in the County of Middlesex, Ironmonger; of the one Part; and Thomas Crew, of the City of Gloucester, Gentleman, of the other Part; as follows:

WHEREAS, by indenture tripartite, bearing even date herewith, made between the said *Abel Atkins*, of the first part; the said *Bion Bell*, of the second part; and the said *Charles Crew*, of the third part; the said

The deed of co-partnership re-cited.

Abel

Original Precedents

*Abel Atkins and Bion Bell, in consideration of the sum of 600*l.* which the said *Charles Crew* therein covenants to pay them at the times and upon the contingencies therein mentioned, have agreed to take and admit the said *Charles Crew* into copartnership with them in the joint trade or business of an ironmonger, hardware-man, toyman, merchant, manufacturer, dealer and chapman, from the 31st day of *December* instant, for and during the term of twenty-one years, determinable at the expiration of the first fourteen years thereof, in manner therein mentioned: And for furnishing the said joint trade with a sufficient capital, they the said parties did thereby agree to bring in and put together in equal proportions, in money and goods belonging to the said trade, the sum or value of 3000*l.* on or before the first day of *January* next, for their several shares and proportions of the capital thereof: And it was thereby (amongst other things) declared and agreed, That the said joint stock, and all the profit, benefit, and advantage accruing from the said joint trade, should, during the continuance of the said copartnership, be had and received by the said partners in equal proportions: And that each of them the said partners might annually take out of the profits of the said copartnership trade the sum of 150*l.* for his own private use, as in and by the said recited indenture, relation being thereto had,*

may

may appear: And whereas the said *Thomas Crew*, having agreed to advance and lend his brother, the said *Charles Crew*, the sum of 1099*l.* 13*s.* 0*d.* part of the Money which he hath agreed to bring into the said trade, and pay the said *Abel Atkins* and *Bion Bell* as aforesaid, hath therefore requested the said *Abel Atkins* and *Bion Bell*, that they will, together with the said *Charles Crew*, undertake not to carry on in copartnership any trade or business other than as aforesaid: And that the neat estate of the said copartnership, after discharging the several debts owing by the said partners in respect thereof, shall always amount to the full sum or value of 3000*l.* and likewise to permit *David Dew*, of *Newgate Street, London*, Esquire, in behalf of the said *Thomas Crew*, to have free access and recourse at his pleasure to the counting-house, warehouses, and other places, wherein the said copartnership trade shall be carried on, and to peruse the books of account relating thereto, and to inspect into the shares and circumstances of the said copartnership trade, to which the said *Abel Atkins* and *Bion Bell*, as well as the said *Charles Crew*, have consented: And the said *Charles Crew* hath likewise agreed to leave in the hands of the said *Abel Atkins* and *Bion Bell* so much of the annual sum of 150*l.* which he hath liberty to take out of the profits of the said copartnership trade, as will be sufficient

And that money had been advanced to one of the partners by a party to this agreement, upon certain terms, to which the partners had consented.

Original Precedents

Wherefore the partners agree to carry on but one trade; to keep the capital at a certain sum; to permit a stranger, on the behalf of the person who had advanced the money, to inspect the state of the trade; and likewise to secure the payment of the interest in respect of the money lent upon the share of the partner who had borrowed the same.

ficient to pay the interest of the money he shall then owe the said *Thomas Crew*, which money the said *Abel Atkins* and *Bion Bell* will accordingly pay to the said *Thomas Crew*: Now THEREFORE WITNESS THESE PRESENTS: And the said *Abel Atkins*, *Bion Bell*, and *Charles Crew*, do hereby for themselves severally covenant, promise, and agree to and with the said *Thomas Crew*, his executors and administrators, in the manner following (that is to say) That they the said *Abel Atkins*, *Bion Bell*, and *Charles Crew*, shall not nor will carry on in copartnership any trade or business other than the trade or business of an ironmonger, hardware-man, toyman, merchant, manufacturer, dealer and chapman, without the consent in writing of the said *Thomas Crew* for that purpose: And that the clear and neat estate and effects of the said copartnership or joint trade, after discharging the several debts owing by the said partners in respect thereof, shall always amount to the full sum or value of 3000*l.* And also that they the said *Abel Atkins*, *Bion Bell*, and *Charles Crew*, shall and will from time to time, during the continuance of the said copartnership, permit and suffer the said *David Dew*, on behalf of the said *Thomas Crew*, his executors and administrators, to have free ingress and regress, at all seasonable times, into and from the counting-house, warehouses, and other places, wherein the said copartnership trade shall

shall be carried on, and to examine all and every the books of account, and to inspect into the circumstances of the said partnership trade, in order to judge of the state and proceedings of the said copartnership trade: And that he the said *Charles Crew* shall and will from time to time permit and suffer so much and such part of the said annual sum of 150*l.* which he is empowered to take to his own use out of the profits of the said copartnership or joint trade as aforesaid, as shall be sufficient to pay the interest of the money he shall then owe the said *Thomas Crew*, to remain in the hands of the said *Abel Atkins* and *Bion Bell* for that purpose, which money they the said *Abel Atkins* and *Bion Bell* shall and will well and truly pay, or cause to be paid, unto the said *Thomas Crew*, his executors or administrators, immediately after the same shall from time to time be so left in their hands by the said *Charles Crew* as aforesaid: And also that he the said *Charles Crew* shall not nor will at any time or times, so long as the said sum, or any part thereof, shall remain due to the said *Thomas Crew*, take and appropriate to his own private use out of the said partnership stock or profits any larger or greater sum than the said annual sum of 150*l.* nor shall they the said *Abel Atkins* and *Bion Bell* voluntarily consent or permit the said *Charles Crew* so to do, without the leave and consent of the said

Thomas

Thomas Crew, his executors or administrators, in writing first had and obtained for that purpose. IN WITNESS, &c.

I approve of this draught,

L. KENYON.

2 Dec. 1775, M. Temple.

No. III.

An Agreement between Brothers, for dividing Money left by their Father's Will, notwithstanding any Appointment thereof by their Mother.

Articles of Agreement, indented, made, concluded, and fully agreed upon this, &c. between Abel Amos, of the City of London, Weaver, of the one Part; and Brian Amos, of the same Place, Weaver, Brother of the said Abel Amos, of the other Part.

Recital of a Will, whereby the Testator directed 5000*l.* to be vested in the public funds, in the names of trustees, in trust, that his wife might receive the dividends during and so long of the term of her natural life as she should continue his widow; and in case she should continue his widow till death, then after her decease in trust, to assign the said 5000*l.* among his sons, in such shares and proportions as his wife might by will appoint; and for default of such appointment, then in trust to divide the same equally among such sons.

securities

securities as should be directed and appointed by Sir *T. S.* of *U.* in the county of *Gloucester*, knight; *T. H.* of *London*, gentleman, and *H. C.* of *London*, broker, his trustees thereafter appointed, or by the survivors or survivor of them, his executors or administrators; which stocks or securities so to be purchased with the said 5000*l.* should be assigned and transferred unto the joint names of the said Sir *T. S.* *T. H.* and *H. C.* or unto the name or names of the survivors or survivor of them, his executors or administrators, upon trust and confidence nevertheless, and to the intent and purpose that they the said Sir *T. S.* *T. H.* and *H. C.* or the survivors or survivor of them, or the executors or administrators of such survivor, during so long of the term of the natural life of his wife, *Catharine Amos*, as she should continue his widow and unmarried, should pay and dispose of all the yearly interest, dividends, and profits of the said stocks and securities unto her his said wife, or permit the same to be received by her, for her own use: And upon further trust, that in case his said wife should continue his widow and unmarried to the time of her decease, then immediately after her decease the said trustees and the survivors or survivor of them, his executors or administrators, should transfer and assign, or cause to be transferred and assigned all the said stocks and securities so to

be purchased with, or to arise from the said 5000*l.* and pay and apply all the yearly dividends, interest, and profits thereof, unto, or for the benefit of such one or both of his sons, the aforesaid *Abel Amos* and *Brian Amos*, or of all and every, or any one or more of the child or children of the body or bodies of his said sons, or either of them lawfully begotten, or to be begotten, at such time or times, and in such manner, parts, shares, and proportions to each and every or any of them, as his said wife, *Catbarine Amos*, by any writing under her hand and seal, attested by two or more credible witnesses, or by her last will in writing attested as aforesaid, should direct, limit, or appoint. And for want of such direction, limitation, or appointment, then unto or equally between his said sons, if then living, or if either or both of them should be then dead, leaving any issue which might survive his said wife, then such child or children of either of his sons so dying to have their father's part, and in case either of his said sons should die without leaving any issue who might survive his said wife, then his part or share to go to his surviving brother, or his issue; and appointed his son the said *Abel Amos*, sole executor of his said will, as by the said will duly proved by the said executor in the Prerogative Court of *Canterbury* (relation being thereto had) may appear. Now WITNESS

THESE

THESE PRESENTS, that for preventing all disputes and controversies that may happen or arise between the said *Abel Amos* and *Brian Amos* after the decease of their mother, the aforesaid *Catharine Amos*, they the said *Abel Amos* and *Brian Amos* do hereby for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, mutually and reciprocally covenant, promise, and agree, to and with each other, his executors, administrators and assigns, that as to for and concerning the said sum of 5000*l.* so directed to be laid out by the will of their said late father, notwithstanding any direction, limitation, or appointment already made and executed thereof, or hereafter to be made or executed thereof, by their said mother, in pursuance of the power to her given by the said will, the said sum of 5000*l.* and the securities in which the same is or shall be vested, shall go, remain, and be applied to, and be had, received, and enjoyed by such person and persons only (and no other than) as by the said will of their said late father, the same is given or devised to, for want or in default of any direction, limitation, or appointment being thereof made by the said *Catharine Amos*, his wife, and in the same manner to all intents and purposes, as if the said *Catharine Amos*, their mother, had never made or executed any such appointment, or

The sons of the testator therefore agree (to prevent disputes) that such 5000*l.* shall be divided between them according to the testator's directions, notwithstanding any appointment thereof by the mother.

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should die without executing her said power. And that neither of them the said *Abel Amos* and *Brian Amos*, their executors or administrators shall or will have, claim, challenge, or take any benefit or advantage of or by any direction, limitation, or appointment that shall be made of the said 5000*l.* by their said mother, but the same shall be considered as undisposed of by her, to all intents and purposes whatever. And that as to all and singular the goods chattels and personal estates of her the said *Catharine Amos*, notwithstanding any bequests or disposition she shall or may make thereof by her last will and testament, unto or in favour of either of them the said *Abel Amos* and *Brian Amos*, such will so far as it shall concern either of them, shall be held of none effect; and all and every legacy and bequests, sum and sums of money thereby given to them or either of them respectively, shall go and be distributed and divided according to the statute for distribution of intestates estates, in such and the same manner as if she the said *Catharine Amos* had died without making any will or bequest thereof whatsoever. IN WITNESS, &c.

I approve of this draught

WILLIAM RIVET.

*This amounts to no more than the sons preferring their father's disposition of the 5000*l.* before any other that can or may be hereafter made.* W. R.

AN

✓

An Agreement between a Brother and

No. IV.

Two Sisters respectively intitled to a real and personal Estate under certain Limitations in a Will, that One Sister who was immediately intitled, but who would forfeit her Interest by a Breach of certain Conditions contained in the said Will should, notwithstanding such Breach, enjoy the personal Estate, upon giving up the real Estates; and likewise have Liberty for Twelve Years to cut down and take away all the Coppices which should, during that Time, grow on a Part of the Testatrix's real Estate; and that the other Sister on being put into Possession of such real Estates should pay 100l. and also give up a Legacy to which she was conditionally intitled under another Will.

Articles of Agreement of Three Parts made between Ann Roe, of Brough, in the County of Westmorland, Spinster, of the first Part; Jane Roe, of Clapham, in the County of Surrey, Spinster, of the second Part; and Fletcher Roe, of the Middle Temple, London, Gentleman, of the third Part; (which said Jane Roe and Fletcher Roe, are Brother and Sister of the said Ann Roe.)

WHHEREAS *Ann Atkins*, by her last will and testament in writing duly made and published, bearing date the 4th day of

A will recited whereby the testatrix gave all her personal estate to trustees in trust to place the same out on good securities, and to apply the interest to the use of Ann Roe, during such time as she should remain unmarried, and after her marriage, provided the same was had with the consent of certain persons, and provided she did not intermarry with a particular person therein named, to pay all the said personal estate, or assign the securities wherein the same should be vested to the husband, he making a proper settlement. But in case she should die unmarried, or intermarry with such person, or without consent, then in trust for Jane Roe, remainder to Fletcher Roe,

August, in the year of our Lord, 1760: after giving divers legacies out of her personal estate, did give all the rest, residue, and remainder of her goods, chattels, personal estate, rights and credits whatsoever, to her sister *Catharine Call, John Doe, William East, and John Frail*; in trust nevertheless that they the said *Catharine Call, John Doe, William East, and John Frail*, or the survivors or survivor of them, or the executors or administrators of the survivor of them, should place the same out at interest on such security or securities, either real or personal, as to them should seem safe, and should from time to time pay the said interest as the same might arise and grow due, to the said *Ann Roe*, during such time only as the said *Ann Roe* should remain unmarried; and should and would within one month after the marriage of the said *Ann Roe*, provided such marriage was had and solemnized with the consent and approbation of *Anthony Abud*, of *Queen Square*, in the county of *Middlesex*, doctor of physick, if then living, but if he should be then dead, with the consent of *Henry Abud*, doctor of physick, his brother, if he should be then alive, and provided she did not intermarry with *John Jones* who then practised as a physician at *Brough* aforesaid, pay all the said residue of her personal estate, or assign the security or securities wherein the same should be then vested to the husband of the said *Ann Roe*, such husband

band at the said time making a suitable provision for the support of the said *Ann Roe*, if she should survive him, but in case she the said *Ann Roe* should fortune to die unmarried, or should intermarry with the said *John Jones*, or without such consent and approbation as aforesaid, she did will and direct, that in any of such contingencies so happening, then her said trustees, the survivors or survivor of them, or the executors or administrators of the survivor of them should stand possessed of the said residue of her personal estate; in trust nevertheless from time to time to pay the said interest, as the same might arise and grow due to the said *Jane Roe*, if she should be then unmarried, for and during such time as she the said *Jane Roe* should remain unmarried, and from and after the marriage of the said *Jane Roe*, provided such marriage was had and solemnized with the consent and approbation of the said *Anthony Abud*, if then living, but if he should be then dead, with the consent of the said *Henry Abud*, if then alive, or from and after the time when any of the contingencies therein before mentioned should happen, in case she the said *Jane Roe*, should before such time have been married with such consent and approbation as aforesaid, then in trust that they her said trustees, the survivors or survivor of them, or the executors or administrators of the survivor of them, should pay all

Original Precedents

the said residue of her said personal estate, or assign the security or securities wherein the same should be then vested to the husband of the said *Jane Roe*, such husband at the same time making a suitable provision for the support of the said *Jane Roe*, in case she happened to survive him. But if she the said *Jane Roe* happened to die unmarried, or married without such consent and approbation as aforesaid, she did will and direct, that in either of such contingencies so happening, they, her said trustees, or the survivors or survivor of them, or the executors or administrators of the survivor of them, should pay all the said residue of her said personal estate, or assign the security or securities wherein the same should be then vested, and she did thereby give the same to the said *Fletcher Roe*, his executors, administrators, and assigns; and she did give and devise all those her several shares and parts of all those manors, messuages mills, farms, lands, tenements, and hereditaments, with their and every of their appurtenances, situate, lying, and being, in the several counties of *Lancaster*, *Westmorland*, and *Berks*, or elsewhere, formerly the estate of *Charles Cole*, esquire, deceased, and other the real estate whatsoever which descended to her by the death of her late brother *Roger Rymer* (the copyhold estate at *M.* excepted) unto the said *Catharine Call*, *John Doe*, *William East*, and

and that the testatrix did also devise her real estates to the said trustees in trust for the said *Ann Roe* upon similar conditions with divers remainders over.

John

John Frail, their heirs and assigns for ever; in trust nevertheless to such uses, and for such purposes as are therein and herein after mentioned, expressed, and declared, of and concerning the same, (that is to say) in trust that they the said *Catharine Call*, *John Doe*, *William East*, and *John Frail*, their heirs and assigns, did permit and suffer the said *Ann Roe*, and her assigns, for and during such time as she should continue sole and unmarried, to receive and take to her own use, the rents, issues, and profits, annually arising from the said devised premises, and from and after the marriage of the said *Ann Roe*, provided such her marriage were had and solemnized with the consent and approbation of the said *Anthony Abud*; but if he should be then dead with the consent and approbation of the said *Henry Abud* if he should be then living, and provided that she the said *Ann Roe* did not intermarry with the said *John Jones*, in trust that they the said *Catharine Call*, *John Doe*, *William East*, and *John Frail*, their heirs and assigns, should permit and suffer the said *Ann Roe*, and her assigns, to receive all the said rents and profits annually arising from the said devised premises, for and during the term of ninety-nine years, if she the said *Ann Roe* should so long live, and upon the expiration of the said term of ninety-nine years, either by effluxion of time, or by the death of the said *Ann Roe*, whichsoever

ever should first happen, her will and mind was, that the said *Catharine Call, John Doe, William East, and John Frail*, their heirs and assigns, should stand seised of the said devised premises, in trust for the use and behoof of the first and other sons of the said *Ann Roe* in tail general, remainder to the first and other daughters of the said *Ann Roe* in tail general. *And for default of such issue, or in case the said Ann Roe should intermarry with the said John Jones, or should be married to any other person without such consent and approbation as aforesaid, her will and mind was, that the said*

*Any of the
breaches of the
condition
amounts to a
forfeiture.*

W. R.

*Catharine Call, John Doe, William East, and John Frail, their heirs and assigns, should from the time when any of the said contingencies should happen, stand seised of the said devised premises, in trust to permit and suffer the said *Jane Roe*, if she should be then unmarried, and her assigns, to receive the rents and profits annually arising from the said premises, for and during such time as she the said *Jane Roe* should remain sole and unmarried, and from and after the marriage of the said *Jane Roe*, provided her marriage was had and solemnized with such consent and approbation as therein mentioned, and after the time when any of the contingencies therein before mentioned should happen, in case she the said *Jane Roe* should before such time have been married with such consent and approbation as therein*

therein

therein mentioned, then in trust that they did permit and suffer the said *Jane Roe*, and her assigns, to receive all the said rents and profits for and during the term of ninety-nine years, it shall the said *Jane Roe* should so long live, and upon the expiration of the said term of ninety-nine years, either by effluxion of time or by the death of the said *Jane Roe*, which ever should first happen, her will and mind was, that the said *Catharine Call*, *John Doe*, *William East*, and *John Frail*, their heirs and assigns, should stand seised of the said devised premises, in trust for the use and behoof of the first and other sons of the said *Jane Roe* in tail general, remainder to the first and other daughters of the said *Jane Roe* in tail general, and for default of such issue, or in case the said *Jane Roe* should intermarry with any person whatsoever, without first having obtained such consent and approbation as aforesaid: her will and mind was, that the said *Catbarine Call*, *John Doe*, *William East*, and *John Frail*, their heirs and assigns should permit and suffer the said *Fletcher Roe*, and his assigns, to receive and take to his and their own use, all the rents and profits annually arising from the said devised premises, for and during the term of ninety-nine years, if he the said *Fletcher Roe* should so long live; and upon the expiration of the said term of ninety-nine years, either by effluxion of time, or by the death of

the

Original Precedents

the said *Fletcher Roe* which-soever should first happen, her will and mind was, that the said *Catharine Call*, *John Doe*, *William East*, and *John Frail*, should stand seised of the said devised premises in trust, for the use and behoof of the first and other sons of the said *Fletcher Roe*, in tail general, remainder to the first and other daughters of the said *Fletcher Roe* in tail general, with divers other remainders over: And by the same will the said *Ann Atkins* appointed the said *Catharine Call*, *John Doe*, *William East*, and *John Frail*, executors thereof, as by the said in part recited will, relation being thereto had, may more fully appear. *And whereas* the said *Ann Atkins* departed this life soon after making the said will, without revoking or altering the same: And thereupon the said *Ann Roe* by virtue of the devises contained in the said will, became intitled to the said freehold premises, and to the said residue of the said personal estate for such estate and interest as were thereby respectively limited thereof to her, and is now in possession thereof. *And whereas* the said *Catharine Call* by her last will and testament in writing, duly made and published, bearing date the 29th day of November, in the year of our Lord 1760, (did, after directing her debts and funeral expences to be paid out of her personal estate) give and devise all those her several shares and parts of all the manors, messuages, mills,

A recital that
the testatrix
died without
altering her
will, and that
Ann Roe was in
possession of her
real and perso-
nal estates under
such will.

Another will
recited, whereby
(among other
things)

mill, farms, lands, tenements, and hereditaments, with their and every of their appurtenances, situate, lying, and being, in the several counties of *Westmorland*, *Lancaster*, and *Berks*, and elsewhere, formerly the estate of *Charles Cole*, esquire, deceased, and all other her real estates whatsoever, which descended to her by the death of her late brother, the said *Roger Rymer*, unto the said *John Doe* and *John Frail*, their executors, administrators, and assigns, from the day of her decease, for and during the term of five hundred years without impeachment of waste; upon such trusts, and for such uses and purposes, and subject to such proviso as are thereafter mentioned and declared concerning the same; and from and after the expiration or other sooner determination of the said term of five hundred years, and subject to and chargeable with the same, to the use and behoof of *Catharine Roe*, late cousin of the said *Ann Roe*, for and during her natural life without impeachment of waste, remainder to the said *John Doe*, *John Frail*, and *William East*, and their heirs, during the life of the said *Catharine Roe*, upon trust, to preserve contingent remainders; remainder to the first and other sons of the said *Catharine Roe* in tail general, remainder to the first and other daughters of the said *Catharine Roe* in tail general, remainder to the said *Fletcher Roe* for life, without impeachment of waste, remainder to the

said *John Doe*, *John Frail*, and *William East*, and their heirs, during the life of the said *Fletcher Roe*; upon trust, to preserve the contingent remainders, remainder to the first and other sons of the said *Fletcher Roe* in tail general, remainder to the first and other daughters of the said *Fletcher Roe* in tail general, remainder to the said *Jane Roe* for life, without impeachment of waste, remainder to the said *John Doe*, *John Frail*, and *William East*, and their heirs, during the life of the said *Jane Roe*, upon trust to support the contingent remainders, remainder to the first and other sons of the said *Jane Roe*, in tail general; remainder to the first and other daughters of the said *Jane Roe* in tail general; remainder to the said *Ann Roe* for life, without impeachment of waste; remainder to the said *John Doe*, *John Frail*, and *William East*, during the life of the said *Ann Roe*, upon trust to preserve the contingent remainders; remainder to the first and other sons of the said *Ann Roe* in tail general, remainder to the first and other daughters of the said *Ann Roe*, in tail general, with a remainder to the said testatrix, *Catbarine Call's* own right heirs for ever. And she did thereby declare her will and mind to be, that the said term of five hundred years therein before limited in use to the said *John Doe* and *John Frail*, their executors, administrators, and assigns as aforesaid, was so limited to them upon

upon the trusts, and for the uses and purposes, and subject to the provisoess and agreements therein or herein after expressed and declared concerning the same, that is to say, upon trust that they the said *John Doe* and *John Frail*, and the survivor of them, and the executors and administrators of such survivor, should by and out of the rents and profits of the said premises raise and pay a certain annuity therein mentioned: And also upon further trust that they the said *John Doe* and *John Frail*, and the survivor of them, and the executors and administrators of such survivor should by and out of the rents and profits of the said premises, or by mortgage or sale thereof, or of any part thereof, for all or any part of the said term, or by all or any the ways and means aforesaid, as to them the said *John Doe* and *John Frail*, their executors, administrators, and assigns should seem meet, raise and levy so much money as together with the surplus money arising out of her personal estate, would amount to 1280*l.* part of which, that is to say, 580*l.* thereof she directed to be applied in the manner therein mentioned, and the sum of 700*l.* residue of the said sum of 1280*l.* she gave to the said *John Doe* and *John Frail*: in trust nevertheless that they the said *John Doe* and *John Frail*, or the survivor of them, or the executors or administrators of such survivor should place the same out at interest, on such

The testatrix
gave 700l. to
trustees in trust
for Jane Roe.

But if Ann Roe
should marry
contrary to the
will of the first
testatrix, and
thereby forfeit
her share in the
devised estates
to Jane Roe, as
next in remain-
der, then she
gave the said
sum of 700l. to
the trustees in
trust for Ann
Roe.

such security or securities either real or per-
sonal, as to them should seem safe, and should
from time to time pay the said interest, as the
same might arise and grow due to the said
Jane Roe and her assigns, for and during the
term of her natural life, and from and after
her death, she gave the said sum of 700l. to
such person and persons as she the said *Jane*
Roe should by any deed or instrument in writ-
ing, or by her last will and testament, to be
by her duly executed, direct, limit, and ap-
point, and in default of such direction and ap-
pointment, to the executors, administrators,
and assigns of the said *Jane Roe*. But by a pro-
viso in the same will contained, she did direct
and declare, that if the said *Ann Roe* should
happen to marry in the life time of the said
Jane Roe, contrary to the will and direction
of the said *Ann Atkins*, whereby her share in
the manors, messuages, and hereditaments de-
vised by the said *Ann Atkins*, to or in trust
for the said *Ann Roe*, should come to the said
Jane Roe as next in remainder, then and in
such case she did thereby declare that the
said *Jane Roe* should not from thenceforth be
intitled to the said sum of 700l. and interest,
vested in the said *John Doe* and *John Frail* as
aforesaid, or to any part thereof, but she did
thereby give the said sum of 700l. to the said
John Doe and *John Frail*, and did thereby de-
clare that the said sum of 700l. should from
thence-

thenceforth remain vested in them, in trust that the said *John Doe* and *John Frail*, and the survivor of them, and the executors and administrators of such survivor should continue the same out at interest on such security or securities, either real or personal, as to them should seem safe; and should from thenceforth pay the said interest thereof, as the same might arise and grow due, to and for the sole and separate use of her the said *Ann Roe*, exclusive of her husband, for and during the term of her natural life, and so as that he should not intermeddle therewith, nor should the same be subject to his debts or disposal, in any wise. And the said principal sum of 700*l.* she gave to and amongst the children of the said *Ann Roe*, share and share alike, to be paid to them at the death of the said *Ann Roe*, or at their respective ages of twenty-one years, which should last happen: And in default of such issue, she gave the said sum of 700*l.* to the said *Fletcher Roe* and *Jane Roe*, share and share alike. And after bequeathing divers legacies, and disposing of the residue of her personal estate, in manner therein mentioned, she appointed the said *Catharine Roe*, *John Doe*, and *John Frail*, executors thereof, as by the said last in part recited will, relation being thereunto had, may more fully appear. *And whereas* the said *Catharine Call* departed this life soon after making her said will without revoking or altering

The death of
the last testatrix
recited.

Original Precedents

the same; and the said *Catharine Roe* is also dead without issue, whereby the real estates, late of the said *Catharine Call*, by virtue of the limitations contained in her said will, became and are vested in the said *Fletcher Roe*, for such estate and interest as are thereby devised to or in trust for him, subject to the said term of 500 years, and the trusts thereof. *And whereas* the said *William East* also departed this life since the making of the said two wills: and the said *John Doe* and *John Frail* are now the only surviving executors and trustees therein. *And whereas* there are standing and growing on the said freehold lands and premises, late of the said *Ann Atkins* deceased, great quantities of coppices or underwood, which are usually cut down and made into charcoal by the owners of the said lands for the time being, as often as the same become of growth sufficient for that purpose. *And whereas* the said *Ann Roe* intends to marry the said *John Jones*, contrary to the directions in the will of the said *Ann Atkins*, whereupon the real and personal estates of the said testatrix will, by virtue of the limitations contained in her said will and testament, become immediately vested in the said *Jane Roe* for such estate and interest respectively, as are thereby devised to, or in trust for her. Now WITNESS THESE PRESENTS, That for and in consideration of the natural love and affection which the said *Jane Roe* and *Fletcher Roe* have, and bear, unto

A recital that
one of the trust-
tees is dead.

That there are
great quantities
of coppices on
the estates of
the first testa-
trix.

And that *Ann*
Roe intends to
marry contrary
to the testatrix's
directions.

their said sister *Ann Roe*, and for making a better provision for her in case she shall marry the said *John Jones*, they the said *Jane Roe* and *Fletcher Roe* do hereby severally covenant, promise, and agree, to and with the said *Ann Roe*, her executors and administrators, that in case the said *Ann Roe* shall marry the said *John Jones* within the space of one year from the date hereof, and thereby forfeit her interest in the said real and personal estates; they, the said *Jane Roe* and *Fletcher Roe*, shall and will immediately after such marriage of the said *Jane Roe*, or in case of the decease of the said *Jane*, the said *Fletcher Roe*'s being in the possession of the real estates, late of the said *Ann Atkins* deceased, release, surrender, and yield up, unto the said *Ann Roe* all the abovementioned residue and remainder of the personal estate late of the said *Ann Atkins*; and all the right, title, interest, and benefit whatsoever, which they the said *Jane Roe* and *Fletcher Roe*, or either of them, have or hath, or otherwise can or may have thereto, by virtue of the bequests or limitations contained in the aforesaid will of the said *Ann Atkins* concerning the same. And also of and in all the coppices or woods now growing upon such parts of the said real estates of the said *Ann Atkins* deceased, as are situated in the said county of *Lancaster*, and shall be cut down for bark and charcoal within the space of twelve years, to commence and be

Her brother and
sister therefore
agree, in case
she does marry,
that they will,
on her giving up
the real estates,
release, surren-
der, and yield
up unto her all
the testatrix's
personal estate;

and also all the
coppices which
shall grow on
part of the tes-
tatrix's real
estate for twelve
years.

Original Precedents

computed from the 1st day of *January* last ; together with full and free liberty to cut down, bark, cord, take and carry away the same, at the will and pleasure of the said *Anne Roe*, her executors, administrators, or assigns making satisfaction for the damage done to the soil thereby, and paying a proportionable part of the charge of inclosing and fencing in the coppices or woods after the same shall be so cut down, and of keeping such fences in repair during the remainder of the said term. *Provided always*, and it is hereby declared to be the true intent and meaning of these presents, and of the parties to the same, that the said *Ann Roe* shall be intitled to the full share and proportion of the said *Jane Roe*, during the aforesaid term of twelve years ; and in case of her death, without issue, before the end of that term, then to the share and proportion of the said *Fletcher Roe*, during the then remainder of the said term of and in the said coppices and woods, late of the said *Anne Atkins* deceased, in the said county of *Lancaster*, which shall be fallen for bark or charcoal in a regular course of fallage during the said term of twelve years ; and that she shall not be intitled to a second fall of any of the said woods ; and that she shall not cut down, fell, or dispose of, any of the said woods without the consent of the other coparceners of the estates where the same grow. And the said *Jane Roe*, for the considerations aforesaid,

dot.

doth covenant, promise, and agree to, and with the said *Ann Roe*, that immediately after such the marriage of the said *Ann Roe* with the said *John Jones* as aforesaid ; and the said *Jane Roe*'s being in possession of the real estates, late of the said *Ann Atkins* ; she the said *Jane Roe* shall, and will, well and truly pay, or cause to be paid, to the said *Ann Roe*, the sum of 100*l.* of lawful money of *Great Britain*. And also shall and will grant, release, surrender, and yield up, unto the said *Ann Roe*, all the right and interest of her, the said *Jane Roe*, in or to the aforesaid legacy or sum of 700*l.* mentioned in the will of the said *Catharine Call* deceased, and every or any part thereof ; or which the said *Jane Roe*, her executors, administrators, or assigns, can, or may ever have, or claim thereto, by virtue of, or under, the aforesaid will of the said *Catharine Call*.⁴ And lastly, the said *Jane Roe* and *Fletcher Roe* do hereby severally, and according to their respective rights and interests, constitute and appoint the said *Ann Roe* to be their true and lawful attorney, and do give and grant to the said *Ann Roe*, full power and authority, in their, or either of their names, to receive and retain to her own use (immediately after such her marriage with the said *John Jones* as aforesaid, and the said *Jane Roe*, or in case of her decease, the said *Fletcher Roe*'s being in possession of the real estates, late of the said *Ann*

And *Jane Roe* also agrees upon such marriage, and on being put into possession of the testatrix's real estates, to pay to *Ann Roe* 100*l.* and to grant, release, surrender, and yield up unto her the legacy of 700*l.* mentioned in the last recited will.

A power given to *Ann Roe* to receive and retain to her own use the testatrix's personal estate.

Original Precedents

Atkins deceased) the aforesaid residue of the personal estate late of the said *Ann Atkins*; and to give discharges for the same; and to do all other acts requisite for effecting the premises (she, the said *Ann Roe*, indemnifying, and saving harmless, the said *Jane Roe* and *Fletcher Roe*, and each of them, their, and each of their, executors and administrators, off and from all damages, costs, and charges, attending the same). In WITNESS, &c.

I approve of this draught,

Wm. RIVET.

Mr. Rivet,

Please to peruse and settle on behalf of Miss *Jane* and Mr. *Fletcher Roe*, who desire your opinion, if *Ann* marries *Dr. Jones*, whether she or her issue can have any claim to Mrs. *Atkin's* real estate.

I conceive such marriage would be an absolute forfeiture both for herself and her issue.

Wm. RIVET.

Ann Roe having afterwards intermarried with *John Jones*, the following acquittance, or release, was indorsed upon the agreement by the advice of Mr. *Rivet*.

WHEREAS the within named *Ann Roe* hath married the within named *John Jones*, and hath

hath thereby forfeited her interest in the real estates, late of the within named *Ann Atkins* deceased, which are thereupon become vested in the within named *Jane Roe*, for such estate and interest as are devised to, or in trust for, her by the said *Ann Atkins*'s will. *And whereas* the said *John Jones*, in right of his said wife, will by virtue of the within written articles, on delivering up possession to the said *Jane Roe*, of the real estates, late of the said *Ann Atkins*, become intitled to the sum of 100*l.* within covenanted, to be paid by the said *Jane Roe* to the said *Ann*, the wife of the said *John Jones* immediately after such her marriage, and the said *Jane Roe*'s being in possession of the said estates. Now THEREFORE THESE PRESENTS WITNESS, That the said *John Jones*, and *Ann* his wife, do hereby surrender, yield, and deliver up possession to the said *Jane Roe*, of all and every the real estates, late of the said *Ann Atkins* deceased. In consideration whereof the said *Jane Roe* hath at and before the execution of these presents, paid the said *John Jones* the sum of 100*l.* of lawful money of *Great Britain*; the payment and receipt whereof he, the said *John Jones*, doth hereby acknowledge, and that the same is in full satisfaction and discharge of the sum of 100*l.* within covenanted, to be paid by the said *Jane Roe* to the said *Ann*, the wife of the said *John Jones*, immediately after her marriage with him the said *John*

C 4

Jones.

Original Precedents

Jones, and the said *Jane Roe* being in possession of the real estates, late of the said *Ann Atkins*; and of and from which said sum of 100*l.* and every part thereof, and all claims and demands relating thereto, they the said *John Jones* and *Ann* his wife, do acquit, release, and for ever discharge the said *Jane Roe*, her heirs, executors, and administrators, by these presents. IN WITNESS, &c.

A Deed Poll, whereby the Members of a Company, who were Proprietors of a capital Stock, wherewith Trade was carried on in the Name of the Corporation, did agree to pay to the corporate Body, a certain annual Sum, for the Use of Workhouses and other Premises, and for the Privilege of using the Name of the Corporation in the carrying on of such Trade.

To all to whom these Presents shall come, the Master, Wardens, and Society of the Art and Mystery of S. of the City of London (testified by their common Seal being affixed to these Presents) and also the several Persons Proprietors of the capital Stock hereinafter mentioned whose Names are hereunto subscribed, and who have respectively sealed and delivered these Presents; send greeting,

WHEREAS in the year 1703, his Royal Highness Prince George of Denmark, then Lord High Admiral of England, for the better supplying the Royal Navy with certain articles, was pleased to signify his desire, that the master, wardens, and society of S— London, should at their common hall, out of a common or joint stock, provide the best of such certain articles for the use of her Majesty's seamen.

A recital, that the Lord High Admiral had desired the company to provide certain articles for the use of the King's seamen, and that they had accordingly raised among the members, a capital stock, and established certain rules for managing their trade.

men. With which proposal the said master, wardens, and society, immediately complied and raised a capital stock of — for that purpose, and established certain rules and directions for managing the same, and have ever since conducted the undertaking in such a manner as to obtain the approbation of the succeeding lords of the admiralty, who have from time to time repeated their orders to the — of the royal navy, to furnish the said articles from the said company of S— and no where else: And whereas the faithful conduct of the said company of S. in regard to their preparation of such articles, hath so far established their reputation, that various public companies and merchants have from time to time applied to them to be furnished with the said articles, which hath encreased their trade: And whereas the master, wardens, and court of assistants of the company of S. have from time to time expended considerable sums of money in the purchase of fit and convenient pieces of ground, messuages, or tenements, and hereditaments, not only for the purpose of building a hall, but also proper workshops and warehouses suitable to the extensive trade which hath been for several years past, and is now carried on by the proprietors of stock advanced or subscribed for carrying on the said trade, in the name of the corporate body or company of S—. And in order to provide

*That their trade
had encreased.*

*That the com-
pany had been at
great expence in
purchasing
ground, and
making erec-
tions suitable to
the extensive
trade which had
been carried on
in the corporate
name by the
proprietors of
the said stock.*

provide some annual compensation to the said master, wardens, and assistants, for such costs and expences as aforesaid. Now THESE PRESENTS WITNESS, that for the considerations and purposes aforesaid, and for divers other good causes and valuable considerations, they the said several proprietors of stock, whose names are hereunto subscribed, and who have sealed, and delivered or shall seal and deliver these presents, do hereby for themselves, severally and respectively, and not the one for the other of them, or for the heirs, executors, or administrators of the other of them, but each of them for himself, and for his respective heirs, executors, and administrators; covenant, promise, and agree to and with the said master, wardens, and society of the art and mystery of S. and their successors, that they the said several proprietors of stock, whose names are hereunto subscribed, and who have sealed and delivered, or shall seal and deliver these presents, or some of them, their or some of their heirs, executors, or administrators shall and will, yearly and every year, for the term of ninety-nine years, to be computed from the 29th day of September next, before the day of the date of these presents, by and out of the profits of their said trade or busines, well and truly pay or cause to be paid unto the said master, wardens, and society, and their successors, the yearly sum of —— of lawful money of

The conveyancer apprehended that the consideration of actual costs and expences, was preferable to the other consideration of giving leave to trade in the company's name.

therefore to provide some annual compensation to the company, the proprietors of the said stock agree

for the term of ninety nine years to pay to the company the annual sum of —— free from all deductions,

Great

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Great Britain, free from all deductions and abatements whatsoever, by authority of parliament, or otherwise howsoever, by equal half-yearly payments on the 24th day of *June*, and 29th day of *September* in every year, the first half-yearly payment thereof to begin and be made on 24th day of *June* next ensuing the day of the date of these presents, by way of a recompence and satisfaction for permission in carrying on the said trade or business in the said hall, warehouses, and workshops, of or belonging to the said master, wardens, and society, but also towards reimbursing the said master, wardens, and society, all such costs, charges, and expences as they have already been at or put to in erecting and building such hall, workshops, and warehouses as aforesaid. In WITNESS, &c.

by way of re-
compence for
permission in
carrying on the
said trade in the
hall belonging
to the said
company,

and also towards
reimbursing the
company such
expences as
they had been
put to by such
erection.

I have perused and do approve of this draught,

J. H.

Another

Another Deed Poll whereby the Proprietors of a capital Stock, wherewith Trade was carried on in the Name of a Company, release and discharge certain Articles contained in a former Agreement, and institute new Covenants or Clauses in lieu thereof.

To all to whom these Presents shall come, The Master, Wardens, and Society of the Art and Mystery of S— of the City of London, and of London, S—, Members of the said Society; and also all other Persons being Liverymen of the said Society, who shall be admitted to seal and subscribe these Presents, send greeting:

W HEREAS by articles of agreement bearing date on or about the — day of — in the year of our Lord —, and made or mentioned to be made between the said master, wardens, and society, of the art and mystery of S— of the city of London of the one part; and the said members of the said society; and all other persons being liverymen of the said society, who should be admitted to subscribe the said last mentioned articles of agreement of the other part; reciting, that in the year 1703, his Royal Highness Prince George of Denmark, then lord high admiral of England, for the better supplying the royal navy with certain articles,

The articles of
agreement re-
cited.

articles, was pleased to signify his desire, that the master, wardens, and society of S—, London, should at their common hall, out of a common or joint stock, provide the best of such articles for the use of her majesty's seamen. With which proposal the said master, wardens, and society, immediately complied and raised a capital stock of — for that purpose, and established certain rules and directions for managing the same, and had ever since conducted the undertakings in such a manner as to obtain the approbation of the succeeding lords of the admiralty, who had from time to time repeated their orders to the S— of the royal navy to furnish *the said articles* from the said company of S—, and no where else; and reciting that the faithful conduct of the said company of S—, in regard to their preparation of *the said articles*, had so far established their reputation, that various public companies, hospitals, and merchants, had from time to time applied to them to be furnished with *the said articles*, which had increased the trade; It was witnessed that the said master, wardens, and society, and the several persons members of the said society, who then had or at any time thereafter should thereunto set their hands and seals, did thereby covenant and agree to and with each other, to allow, observe, perform, fulfil, and keep, all and every the articles, covenants, and agreements

ments therein particularly mentioned, and among others the *2d clause or article* therein expressed, whereby it was agreed, that the committee for managing that undertaking, should from time to time with the approbation of the court of assistants of the said society, increase the capital or joint stock for carrying on the same, as occasion should require, so as not to exceed the sum of —— which should be raised and paid in equally by the then proprietors, at such time and times as the said committee should for that purpose appoint ; and that the said committee, with such approbation as aforesaid, should in like manner from time to time, by equal repayments, reduce the said capital as they should think proper, which said capital should be divided as theretofore into 120 shares, it being intended that no one member should at most have more than one part or share of 100*l.* in the said stock ; and by the *6th clause or article* contained in the said articles of agreement now in recital, it was also agreed, that in case any proprietor of the said stock, should give, assign, or any ways make over his part, share, or interest therein, or any benefit to arise therefrom, or should subscribe the said articles of agreement now in recital, colorably, and to, or for the benefit of, or in trust for any other person or persons whatsoever, then and in such case every such proprietor should forfeit and lose his part and share, of and

and in the said stock, which should from thenceforth for ever remain to the use of the other proprietors. *And by the eighth clause or article contained in the said articles of agreement now in recital, it was agreed, that one of the said committee should by the said court of assistants be elected and named treasurer, for the keeping the stock and money belonging to the said undertaking, and have under him a deputy treasurer for his assistance, and to preside in his absence, as in and by the said herein before recited articles of agreement, reference being thereunto had, will more fully appear.* *And whereas the sum of —— mentioned in the second clause of the said herein before in part recited articles of agreement, has been found inadequate to the great increase and extension of the trade of the proprietors of stock, and the circumstances of the said trade since the execution of the said recited articles of agreement, render it necessary to alter or annul, as well the said herein before recited 6th and 8th clauses in the said articles of agreement, as the said second clause, and to enter into such new articles or clauses as are herein after mentioned;* Now therefore these presents witness, that the said master, wardens, and society, and the several persons members of the said society, who now have, or at any time

The release of
the clauses.

No power of
revocation being
referred by the
articles in 1767,
the company

cannot, I think, by any subsequent deed declare that any particular clause shall be absolutely null and void—but as they could bind each the other to the observance of each article, so they can release each other from the observance or performance thereof, agreeable to this maxim of law.—*Nihil tam conveniens naturali æquitati, unumquoque dissolvi eo ligamine quo ligatum est.*—J. H.

hereafter

hereafter shall hereunto set their hands and seals, have, and each and every of them hath severally and reciprocally released, acquitted, and discharged, and by these presents do, and each and every of them doth severally and reciprocally release, acquit; and for ever discharge the others and other of them, of, and from the said herein before recited clauses or articles, intitlèd the 2d, 6th, and 8th clauses or items, contained in the said in part recited articles of agreement, and of and from all matters and things in the said 2d, 6th, and 8th clauses, or in any of them, expressed or contained; any thing in the said herein before in part recited articles of agreement contained to the contrary thereof in any wise notwithstanding; And these presents further witness, that the said master, wardens, and society, and the several persons members of the said society, who have subscribed, and sealed, and delivered these presents, or shall at any time hereafter subscribe, seal, and deliver these presents, do, and each of them doth hereby reciprocally covenant, declare, consent, and agree, to and with each other, that they the said master, wardens, and society, and the several other persons aforesaid, shall and will from time to time, and at all times hereafter, allow, observe, perform, fulfil, and keep, all and every the articles, covenants, clauses, provisoës, and agreements, comprised in the said herein before in part recited

The institution
of new clauses.

Original Precedents

articles of agreement, so bearing date the said —— day of —— 1767 as aforesaid, other than and except the said 2d, 6th, and 8th clauses which are so hereby released and discharged as aforesaid; and also shall and will allow, observe, perform, fulfil, and keep, all and every the articles, clauses, and agreements herein after particularly mentioned, that is to say,

That the committee for managing the undertaking may, with the consent of the corporation, encrease or reduce their capital stock which shall be divided into 120 shares.

FIRST, That the committee for managing this undertaking, shall and may from time to time, with the approbation of the Court of Assistants of the said society, increase the capital or joint stock for carrying on the same from time to time as occasion shall require, and with such approbation as aforesaid, shall and may in like manner, from time to time, by equal repayments reduce the said capital stock as they shall think proper; which said capital shall be divided as heretofore into 120 equal shares, it being agreed and intended that each of the 120 members shall hold and enjoy an equal share in the said stock, and receive an equal dividend of the profits of the said trade, unless he shall by his own neglect of paying in the sum or sums called for, render his share less than that of other members; and in case any proprietor shall refuse or neglect to pay in his proportion of any call, for any sum or sums of money to increase the capital stock as aforesaid, every proprietor from thenceforth shall not be permitted to have a larger share therein than he

had

had at the time of such refusal or neglect, and shall receive a dividend of the profits yearly, only in proportion to such share.

SECONDLY, That in case any proprietor of the said stock shall give, assign, or in any wise make over his part, share, or interest therein, or any benefit to arise therefrom, or shall subscribe these presents colourably, and to or for the benefit of, or in trust for any other person or persons whatsoever, then and in such case, every such proprietor shall forfeit and lose his part and share of and in the said stock, which shall from thenceforth for ever remain to the use of the other proprietors; or in case any of the proprietors, shall in the opinion of the Court of Assistants, of the said society make use of his share and interest in the said stock, to the prejudice of the said undertaking, then every such proprietor shall be immediately repaid his share of the capital thereof, with lawful interest for the same, and shall not afterwards be admitted to a share therein, without an express order of the said Court of Assistants.

That the shares
shall not be
assignable.

THIRDLY, That one of the said committee shall, by the said Court of Assistants, be elected and named treasurer for the keeping of the said stock and money of the said undertaking, and have under him two deputy treasurers appointed by the said court, for his assistance,

That a treasurer
and under-treas-
urers shall be
appointed.

Original Precedents

of whom one may preside in his absence, IN
WITNESS, &c.

I have perused this draught and do approve
thereof,

J. H.

Cases in Respect to Agreements.

No. I. *Whether a Wife shall take under Articles entered
into previous to Marriage, and also under the
Statute of Distributions?*

BY articles of agreement dated 8th June
1739, made on the marriage of Isaac Jones
with Marianne Gatty, the said Isaac Jones, for
making a provision for the said Marianne, in
case (after the solemnization of the said in-
tended marriage) she should happen to survive
the said Isaac Jones (among other things)
covenanted with James Gatty, father of the
said Marianne, that in case he the said Isaac
Jones should, after the expiration of twelve cal-
endar months, to be accounted from the day
of the solemnization of the said intended mar-
riage, happen to decease before the said Mar-
ianne, without leaving any issue of the said in-
tended marriage, living at the time of his de-
cease, that then his heirs, executors, &c. should,
within six calendar months next after his de-
cease, pay 4000*l.* to the said Marianne, her
executors, &c. for her and their own absolute
use and behoof.

The

The marriage soon after took effect, and the said *Isaac Jones* is lately dead, intestate, and without issue, leaving a personal estate to the amount of 7000l. or thereabouts, and the said *Marianne*, his wife, survives him.

The said *Marianne* insists, that she is entitled under the said marriage articles to the said 4000l. and by the statute of Distribution of Intestates Estates, to a moiety of the surplus of the said intestate's personal estate, after payment of his debts and funeral expences, she not being concluded by the articles.

It is hoped the said *Marianne* shall be obliged to make her option, either to take under the said marriage articles or throw up the same, and take her share of the personal estate of her late husband by the statute of Distributions, and that she shall not take both ways as is before insisted upon by her.

Qu? To what share of the said intestate's personal estate is the said *Marianne* intitled by the said articles, statute of Distribution or otherwise?

Ans.—As these articles are worded, I am of opinion that the 4000l. will be considered as a debt, which together with other debts and the funeral expences being first deducted, the residue of the intestate's personal estate must be distributed according to the statute of Distributions,

which will be a moiety to the widow's share, so that she is intitled to the 4000*l.* and a moiety of the clear residue.

N. FAZAKERLEY

No. II.

Whether an Heir at Law can recover an Estate which was, in pursuance of certain Articles settled on his Grandfather and Grandmother for their Joint-Lives, with Remainder to the Heirs of their Bodies, after the Grandfather had levied a Fine of such Estates, mortgaged the same, and become Bankrupt?

6th Feb. 1726.

BY articles of agreement, tripartite, of this date, made between *Robert Martin*, of the first part; *John Cordwell*, and *William Cordwell*, his son, of the second part; and *William Lord* of the third part.—The said *Robert Martin* in consideration of the intended marriage of the said *William*, and *Mary Martin* his daughter, covenanted with the said *William Lord*, in three months after the said marriage, to convey, settle, and assure to the said *William Lord* and his heirs, all that messuage, tenement, or farm, with the lands, tenements, and hereditaments in *Challock*, in the occupation of *Edward Larkin*; and also all the reversion expectant after the death of *Mary Whitcomb*, of, &c. in all that messuage, lands, tenements, hereditaments, and premises in *Old Romney* and *Ivy Church*, in *Kent*, given to him the said

Robert

Robert Martin and his heirs, by the will of *Godfrey Martin*, his brother, deceased, in trust, to the uses therein mentioned (*viz.*) to the use of the said *William Cordwell* and *Mary* for life, and the life of the longest liver of them, *remainder to the heirs of the body of the said William Cordwell on the body of the said Mary, lawfully to be begotten, and their heirs for ever, remainder so such persons and uses as said Robert Martin by will should direct or appoint; remainder to the heirs of Robert Martin for ever*: the marriage afterwards took effect, and they had issue two sons, *Peter Martin Cordwell* born in January 1728, and *William Cordwell*.—*Peter Martin Cordwell* lived to be twenty-one years, and married, had a son, *thenow William Cordwell*, the infant, and it is believed, *William* the other son is still living in some part of the *East Indies*; but *Peter Martin* is dead.

BY indentures of lease and release, of this date, the release tripartite, made between the said *Robert Martin* of the first part; *William Lord* of the second part; and *William Cordwell* and *Mary* his wife of the third part; reciting the said articles—The said *Robert Martin*, in consideration of the said marriage, and in pursuance and performance of the said articles, and of natural love and affection for said *Mary*, did grant, and confirm, to said *William Lord*, all that messuage or tenement, with the barns, buildings, garden, and pieces of land, and wood-

16th & 17th
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land, containing seventy acres, and one toft; and six pieces of land containing twenty-seven acres in *Challock* in *Kent*, in the occupation of *Edward Larkin* and *William Larkin*; and also that capital messuage called *Wallgate*, with the barns, stables, buildings, gardens, and several parcels of fresh marsh land, containing twenty acres, and one piece containing four acres, late a coney bank, in *Old Romney* in *Kent*, late purchased of *William Thornton*; and also five pieces or parcels of fresh marsh land, containing thirty-five acres in *Old Romney* aforesaid, purchased of *Sir Thomas Wroth* and others; and also six pieces of fresh marsh land in *Romney* aforesaid, called *Housefield*; and six acres and other odd pieces, in all thirty-five acres in *Old Romney*, purchased of *Henry Godfrey*, esq; and also two pieces or parcels of fresh marsh land, late three pieces containing thirty acres, more or less, in *Ivy Church* in *Kent*; to hold to said *William Lord* and his heirs, subject to the estate for life of *Mary Whitcomb*, of and in the said messuage and marsh lands in *Old Romney*, and *Ivy Church*: to the use of the said *William Cordwell* and *Mary* his wife, for their lives, and the life of the longest liver, remainder to the heirs of the said *William*, on the body of the said *Mary* lawfully begotten, and their heirs for ever, remainder to such persons and uses as the said *Robert Martin* by deed, &c. should direct or appoint; remainder to the heirs of said *Robert Martin* for ever.

BY indenture of this date, between said *Robert Martin*, of the one part; and *William Cordwell* and *Mary* his wife, of the other part, reciting said articles and indentures of lease and release, the said *Robert Martin*, by virtue of the powers, and authority reserved by said articles, and release, and of all other powers, &c. did by said deed, direct, limit, and appoint. That the said messuage, or tenement, lands, and premises in *Challock*; and the said capital messuage and marsh lands, in *Old Romney* and *Ivy Church*, and all other premises in the said indentures of release mentioned, should from time to time, and at all times thereafter, for want and in default of issue of the body of the said *William Cordwell*, begotten on the body of the said *Mary*, his wife, be adjudged, deemed, and taken to be, and enure to the only proper use and behoof of the said *William Cordwell* and *Mary*, his wife, for life, and the life of the longest liver of them; remainder to the right heirs of the survivor of the said *William Cordwell* and *Mary* for ever.

Ans.—Indenture, of this date, declares the use of a fine from *William Cordwell* and *Mary* his wife, to *Stephen Atkins*, whereby the said messuage and lands in *Challock*, are declared to the use of such persons as the said *William Cordwell*, by deed, &c. should direct; remainder in default thereof, to the said *William Cordwell* in fee; and the said messuage and lands in *Old Romney* and *Ivy Church*, to the use of such persons, for such

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such estates and uses as said *William Cordwell* and *Mary* his wife, shall jointly, by deed under both their hands and seals, direct or appoint, and for want of such direction to the said *William Cordwell* and *Mary* his wife for life, and the heirs of the body of the said *William* and *Mary*, and their heirs for ever; remainder in default of issue to the said *William Cordwell* and *Mary* for life, and the right heirs of the survivor for ever; which fine was levied accordingly.

28th & 29th.
March 1729.

BY indentures of lease and release, of this date, made between said *William Cordwell* and *Mary* his wife, of the one part; and *Margaret Goodall* of, &c. of the other part; said *William Cordwell* and *Mary* his wife did, in consideration of 600*l.* direct, limit and appoint, that said *Stephen Atkins*, and his heirs, and all other persons and their heirs seised of said premises, should from thenceforth stand and be seised thereof; and also of the reversion of said premises expectant on the death of said *Mary Whitcomb*—To the only proper use and behoof of the said *Margaret Goodall* in fee, subject to said 600*l.* and interest.

29th March
1729.

BY indenture of bargain and sale of this date, duly inrolled, made between said parties, said *William Cordwell* and *Mary* his wife, as a further security, and in consideration of 5*s.* did bargain and sell unto said *Margaret Goodall*, her heirs and assigns, all the said reversion expectant from the death of said *Mary Whitcomb*, of

of and in the said capital messuage, marsh lands and premises.—To hold the same unto the said *Margaret Goodall*, her heirs and assigns for ever.

BY indenture of lease and release, of this date, ^{23d & 24 S^t 1729.} made between said *Margaret Goodall*, of the first part; said *William Cordwell* and *Mary* his wife, of second part; and *John Thompson*, of, &c. of the third part; said *Margaret Goodall*, in consideration of 600*l.* and interest, and by direction of said *William Cordwell* and *Mary* his wife, and also in consideration of the sum of 3000*l.* paid to said *William Cordwell* and *Mary* his wife, did grant, bargain, sell, release, and confirm unto said *John Thompson*, all the aforesaid premises, to hold to him, his heirs and assigns for ever, subject to redemption upon payment of said 3600*l.* and interest: with a covenant to levy a fine, which was levied accordingly: said *William Cordwell* gave possession of said premises unto said *John Thompson*, the mortgagee, soon after the year 1729.

Thompson by direction of *Cordwell* and wife, ^{In Oct. 1731.} and also in consideration of 3000*l.* paid to him by *Thomas Mackrill*, assigned said mortgage to *Mackrill*, and at the same time gave him possession of the premises who continued in the receipt of the rents and profits till his death, and *John Mackrill* his son and executor, is still in possession thereof.

N. B. *Mary Cordwell* died in the year 1740, and about the year 1746 her husband *William Cordwell*,

Cordwell, party to the articles of the 6th *Febrary* 1726, became a bankrupt, and one *Kemp* and some other persons were chosen assignees, but the bankrupt never obtained any certificate under that commission, nor was any dividend ever made under the same.

William Cordwell, the grandfather, by will of *4th April 1726*. this date (after reciting that his estates in *Old Romney, Ivy Church, and Challock Common, Kent*, were settled on his marriage, to himself and his late wife, and after their decease, to the use of the heirs of their bodies, but that the same were subject to a mortgage,) gave unto his grandson, *William Cordwell* in case he should gain possession thereof under such settlement, only one guinea. But in case he should not get an absolute estate therein, then he gave him all the money due to him from the mortgagee of such estates and all other monies due from any other person whatsoever, and all other his personal estates he gave unto trustees therein named, one moiety thereof in trust for his said grandson, *William Cordwell*, to be laid out for his support and maintenance until his age of twenty-one years, but in case he should die before that age, then he gave said moiety to his own son, *William Cordwell*, and gave to his son *William Cordwell* the other moiety of all such personal estate; but in case of the death of his grandson before his age of twenty-one years, and also of his son, *William Cordwell* without issue, then he gave

gave the same to *Henry Cordwell*, his nephew, and in case of his death without issue, then he gave such estates and interests unto *John Jordan*, *James Mabbs*, *Richard Capell*, his daughter in law, —— *Cordwell*, and *Elizabeth* the wife of the said *John Jordan*, their heirs and assigns for ever, and thereby nominated and appointed the said *John Jordan*, *James Mabbs*, and *Richard Capell*, executors and trustees of his said will, and died about the 26th of *April* last, without altering same.

Qu?—Whether by and under the said original settlement executed in pursuance of articles entered into, previous to his marriage, the said *William Cordwell* had an estate tail in the premises, or only an estate for life, and whether it was in his and his wife's power to bar the issue of the said marriage by fine or otherwise?

Ans.—As the premises were the inheritance of *Robert Martin* it is not possible to conceive that he intended to give an estate tail in those lands to *William Cordwell* in marriage with his daughter, by means whereof he (*William Cordwell*) would have had power to suffer a recovery and to barr the issue of his daughter; but it is clear to me that as Mr. *Martin* agreed to settle and assure this estate to *William Cordwell* and his daughter for life expressly, and

to

to the survivor, that he did not intend them any greater estates than for life, but that after their death it should go to their issue, and tho' by the words of the articles there seems to be an estate tail limited to *William Cordwell*, *viz.* by the remainder to the heirs of the body of *William Cordwell*, on the body of the said *Mary* to be begotten; yet as there are also words of limitation superadded to the first words of limitation, this may make the first words of limitation to be words of purchase, so as to make *William Cordwell* only tenant for life, with remainder to his first son in fee, and as the parties have carried these articles into execution by the settlement of the 17th of *September*, 1728, in the same absurd words as the articles are conceived in, that is by inserting a limitation in fee to the issue of the marriage, and then to such persons as *Robert Martin* should appoint; it seems to me that this limitation to the issue of the marriage in fee might be good, but I think that if a bill in chancery had been brought to carry these articles into execution, the court would have limited only an estate for life to *W. C.* with remainder to trustees to preserve contingent remainders; with remainder to the first and other sons, probably in tail, or possibly in fee, by virtue of the words of limitation used in the above-mentioned articles. And I think clearly that

the

the court would not have given *William Cordwell* an estate tail whereby he would have had power not only to have barred his issue, but also the power given to *Robert Martin*. And I am confident that *Robert Martin* never conceived that he had settled and assured these estates in such manner as to enable his son in law to give them away from his own grandchild, and to bar his powers and the limitation of the reversion in fee, for by his deed of appointment of the 28th of *September, 1728*, it is certain that he looked upon the power given to him by the articles, and afterwards by the settlement, to be good and valid. I therefore think that *William Cordwell* took only an estate for life in equity, by virtue of the above articles and settlement made in pursuance thereof; and that therefore his fine did not bar *Peter* his son in equity, but that if *Peter* did not do any act to dispose of this estate, it has devolved upon *William* his son, on the death of *William* the grandfather. I therefore think that if *William* the grandfather was but tenant for life, either in law or in equity, that his mortgage or bankruptcy could not affect the estate longer than for his life; and that therefore on his death, the estate ought in equity to have devolved upon the infant grandson; and that therefore it may be adviseable for the infant in case the mortgagees had notice of the articles of settlement

to exhibit a bill against the mortgagee, in order to discover his title to the premises, and to state the articles and pedigree, and to pray a specific performance of the articles, and that the infant's grandfather may be declared to have taken only an estate for life, with remainder in tail to the infant's father, and that the estate may be decreed to him, and an account of the rents and profits and delivery of the deeds.

N. B. If *Peter* joined with his father in a recovery or fine, then the infant may be bound thereby?

Qu?—Whether if they had such power, and the infant can claim only under his grandfather's will, have not he and the other devisee *William Cordwell*, a right to redeem *Mackrill's* mortgage, and to have an account of the rents and profits of the mortgaged premises from the time the mortgagee first came into the possession thereof.

Ans.—If the grandfather and grandmother of the infant were tenants in tail, and had power to bar it, then I think that after a mortgage made and above thirty years possession under it, the heir at law or devisee can't now redeem the estate,

estate, for the equity of redemption I think is foreclosed by length of time, and acquiescence without excuse for it: For the inability in the mortgagor to raise money by reason of the narrowness of his fortunes will not be any excuse.

Qu. 3.—Whether as the said testator was a bankrupt and a bill is brought for a redemption of the said mortgage, and an account of the rents and profits as aforesaid, the assignees or assignee of the said bankrupt must not be made parties thereto, and whether if all or any of the bankrupt's debts remain unsatisfied, they have not the first option to redeem the said mortgage, and after all the said debts are fully paid, to assign and set over the overplus, if any, according to the direction of the said *William Cordwell's* will. Or whether it would not be more adviseable for the devisees under the said will to pray by their bill an account of rents and profits, and a sale of the said mortgaged premises.

ANS.—I think that there is no necessity to answer this question, for I can't advise any bill for redemption.

R. WILBRAHAM.

No. III.

Whether Money agreed to be laid out in the purchase of Lands, to be settled to certain Uses, with Remainder to the Wife, her Heirs, and Affigns for ever; but which was never laid out in a Purchase can (the intermediate Remainders being spent) be disposed of by the Wife, or whether the Husband will be intitled to the same, by taking out Letters of Administration upon the Wife's Death?

DR. C. after his marriage with *Elizabeth* his wife, by indenture between him of the one part; and *S. S.* senior, father of the said *Elizabeth*, and *S. S.* junior, her brother of the other part: Reciting that the said *Dr.* did before his intermarriage with his said wife agree to put all the fortune that had been given her into trustees hands, to be laid out by them in lands to be settled for the uses thereinafter mentioned: And that the said *Dr.* in pursuance thereof, had then paid into the hands of the said *S. S.* senior and junior 900*l.* part of her fortune, to be disposed of by them for that purpose. *It was thereby covenanted and agreed, by and between the said parties, that the said*

900 l. should remain in the bands of the said S. S. senior and junior, their executors or administrators, upon trust to lay out the same in the purchase of freehold lands, tenements, and hereditaments in fee simple in possession within the realm of England to be settled as follows:

To the use of the said Dr. C. for ninety-nine years, if he should so long live, without impeachment of waste; remainder to trustees to preserve contingent remainders; remainder to the use of the said *Elizabeth his wife for life*, without impeachment of waste; remainder to all the children of said marriage equally, as tenants in common, with remainder to the use of said *Elizabeth*, and of her heirs and assigns for ever.

And it is thereby agreed, that until such purchase should be made, the trustees should place the money in the public funds, and pay the interest thereof to such person and persons who for the time being, would be intitled to the rents of the lands and tenements in case the same had been purchased and settled as aforesaid.

The money agreed to be laid out in a purchase still remains in the funds.

There has been issue of the marriage, but none are now living.

The said E. S. is desirous, in case her husband Dr. C. should survive her, and she should leave no issue, that he might have the money so agreed to be settled.

Qu. 1. As the remainder in fee, supposing a purchase had been made, is to the use of the said *Elizabeth*, her heirs and assigns for ever, whether though no power is expressly given her, she cannot, notwithstanding her coverture, in failure of issue, give and devise such estate so purchased to whom she pleases.

Ans.—A feme covert cannot by law dispose of any interest in land without a fine or recovery, and therefore if a purchase was made, I am of opinion that though the wife would be intitled only to the remainder in fee, yet she could not devise or any otherwise dispose of it than by fine.

Qu. 2. As the money so covenanted to be laid out still remains in the funds, and the wife is not made a party to the agreement, will not the husband, on her dying without issue surviving, be intitled to the same, by taking out letters of administration; or what method would you advise Dr. C. to take to secure the same in failure of issue to his own use, as it is so desired by his wife.

If

If it was not for the agreement referred to, the husband would have an absolute property in the money, and might now dispose of it as he thought proper, but he having settled the money by virtue of the articles, I think it is no longer to be considered as money, but as lands, and in case it is not otherwise properly disposed of, will belong to the heirs of the wife, and not to her administrators: And I think there is no way of securing the remainder to the husband so effectually as by laying out the money in a purchase of lands, and joining the husband and wife in a fine with the seller; and then by a deed reciting the articles, and that it is intended by all parties that the husband, in case he should survive, should take the remainder in fee, the remainder in fee may be limited to such uses as the husband and wife shall appoint, and in default of appointment to the husband, or to the use of the survivor as they see convenient: And this I conceive is the only certain method of deriving the benefit intended to the husband,

JOHN FORD.

No. IV.

*Upon an Agreement for the Sale of an Estate,
whether the Seller or Purchaser shall be at the
Expence of compleating the Title.*

A. by articles entered into between him and *B.* agreed for the consideration therein expressed, to convey to *B.* his heirs and assigns, at his and their costs, free from incumbrances, and of or with a good title, in such manner as his or their counsel should advise, all the premises in said articles mentioned.

B. by the said articles agreed, on a good title being made to the said premises, by and at the costs of *A.* or his heirs, within two months to accept of such conveyance, and to pay the purchase money. *A.* was married, and his wife was intitled to dower, and as the premises were situate in two counties, it was judged necessary by *B.* that two fines should be levied by *A.* and his wife, to bar her of dower.

Upon looking into the title, it appeared that all the deeds relating to this estate, except the conveyance to *A.* were in the custody of a gentleman who had purchased a larger estate held under the same title as the premises in the said articles mentioned, and as *B*'s solicitor wanted to make an abstract of the title to lay before *B*'s counsel, *A.* informed *B*'s solicitor who to apply to for those deeds.

Leave

Lease and release, bargain and sale to be inrolled were executed, and fines were levied of the same premises by *A.* and his wife, and the solicitor of *B.* also had many attendances before he could get the deeds he wanted, which he made an abstract of, and laid before *B*'s counsel, and by his advice made copies of several of the deeds, as the originals could not be delivered to *B.*

B's solicitor conceiving that it was necessary to have such fines as aforesaid levied in order for *A.* to make a good title to *B.* and to search the records of the three superior courts of law, for judgment against *B.* and that the expence thereof, and also the expence of procuring a sight of the title deeds, making the abstract of them, and the fee paid to *B*'s counsel for his opinion on the said title ought to be paid by *A.* *B*'s. solicitor delivered to *A.* a bill of these expences, but *A.* declined the payment thereof, insisting that it properly belonged to *B.* *A.* and *B.* have agreed to submit this affair to your decision, and therefore beg your answer to the following query.

Qu.—In cases of this sort are the expences of fines to bar dower, to be paid by the seller or purchaser, and is or is not the seller to deliver up to the purchaser all deeds and copies to perfect

perfect his title, and is the seller or the purchaser to pay for the abstract of the title deeds, and the fee to the purchaser's counsel for his opinion thereon, and for searching for judgments.

Ans.—There are several questions in this query and they require separate answers, first, *as to the fines that are requisite to bar dower*, and as to these I think it belonged to *A.* the seller to be at the expence of those fines if no special agreement was made concerning the same; for suppose the buyer, *B.* should have consented to take a common conveyance to himself in fee, from *A.* the vendor, with the common and usual covenants as they stand in all the precedent books, then *B.* would have had covenants in the said conveyance from *A.* that *A.* was feised in fee simple, and had good right, &c. to convey to *B.* and his heirs without any act, matter, or thing to charge, alter, impeach, or vary the same, and that the said *B.* his heirs and assigns should from thenceforth quietly have and enjoy, and take the rents and profits without any let, suit, interruption, &c. and that free and clear from all former and other gifts, grants, bargains, sales, jointures, settlements, dowers, rights, and title of dower, rents, forfeitures, charges, titles and incumbrances, &c. as this clearly would

would be, so it would be as clear that those covenants would be broken, not only on the death of *A.* the seller, but even the instant of the execution of the deeds of conveyance, for *A.* having a wife living, her title to dower had attached and commenced before sale; and to make a clear title, it was absolutely necessary for *A.* to procure his wife to join in fines, which if she refused to do, her title would be outstanding, and a charge on the premisses, and that would be a breach of the covenant, for which damages would be recoverable.

I take the rule of practice to be, that the buyer is to be at the expence of taking a clear estate of inheritance in fee simple out of the seller, his mortgagees or assignees or trustees to himself, if the seller is tenant in tail with reversion clearly in himself in fee; then the seller must be at the expence of fines, if the buyer is contented therewith. If he is tenant in tail with remainder over, or with the reversion to a stranger, there he must be at the charge of recoveries, to unclog and unfetter the title. As to incumbrances, the incumbrancer must at his charge acknowledge satisfaction on record or assign, as the case may require. If this was not so, a purchaser after having fixed his price with the seller, might be saddled with another year's purchase or more, for the expence of conveyances; and the more debts and incumbrances the seller had

had charged on the estate, the dearer would be the estate to the purchaser.

Purchasers expect to find all these matters easy and clear, and if they are not so, it's incumbent on the sellers to inform them of the truth of the case, and not to keep them in ignorance. A title to dower is as much an incumbrance as a grant of a rent-charge to a stranger for life, (to the amount of one third of the value of the land) to commence on the seller's death; and I consider the case in the same light, so that I have no doubt of it's being a charge.

As to the costs of searching the records for judgments, statutes, &c. I think if nothing was found but what was before disclosed to the purchaser, then the costs ought to be borne by the purchaser, for the vendor was in no default.

The fees to counsel should be paid by the purchaser. It is the practice, and to name his counsel himself.

The expence of making the abstract belongs also to the purchaser: He employs therein his own solicitor, who takes such methods to lay a proper exposition of the state of the title before the counsel, as he sees most conducive to the interest of his client.

As to the procuring the title deeds to be lent, in order to be laid before counsel, I apprehend the expence of that, if any, must lie on the vender, whose business it is to shew the deeds,

deeds, and produce every thing that tends to evidence the title.

Conveyances that are accurately drawn, generally contain a grant of all deeds, evidences, and writings, touching the premisses, and true copies of all such other deeds, &c. as concern the premisses, jointly with any other lands; such copies to be taken at the expence of the purchaser, his heirs and assigns. The precedent books are all to that effect for these last 100 years, and so I apprehend is the practice, though sometimes this falls very heavy on the purchaser.

JA. BOOTH.

N. B. Sometimes this distinction—That, in case the vendor chuses or is under a necessity to keep back part of the title deeds, in that case, he must give copies of such deeds as are necessary to make out his title at his own expence; but if the purchaser takes part of the title deeds, and should afterwards have occasion for copies of any other of the deeds from the vendor, these copies must be at the purchaser's expence.

Whether

No. V. *Whether an Agreement to pay an Annuity, in consideration of Services received, is valid.*

THE following agreement is all of the hand writing of Mr. Peter Johnson, and signed by him, viz.—“ The underwritten Peter Johnson of Ostend, merchant, doth hereby agree to settle on and give to Mr. John Bleamire, mariner, at present in Ostend, and to his wife, Mary Bleamire, and the lawful heirs of their bodies, the sum of thirty pounds a year sterling, in consideration of services received of the said Mr. John Bleamire. Witness my hand, in Ostend, the 8th day of October, 17—

“ PETER JOHNSON.”

The said John Bleamire is dead without issue, and the said Mary his wife is living; the said Peter Johnson is lately dead at Brussels, having made his will, and his brother Richard Johnson, esqr. (a merchant in London) sole executor thereof, and residuary legatee, who has proved the same in the prerogative court of Canterbury, and the said Mary Bleamire has lately applied to him to have the said annuity continued and paid her, (which it is said was paid by the said Peter Johnson for some time after he entered into the above agreement) and

and likewise to be paid such arrears thereof as are now due.

* * * It does not appear whether any or what consideration was given or paid for the said annuity, other than as expressed in the said agreement.

Qu. Whether the said agreement be valid, and such as the said *Mary Bleamire* can compel the executor of the said *Peter Johnson* to a specific performance of?

Ans.—I conceive this not being by deed, is not binding at law, for want of a sufficient consideration, and for the same reason equity will not assist it; so that I apprehend Mrs. Bleamire cannot compel the executor of *Peter Johnson* to a specific performance of it.

D. RYDER.

AnnuitieS.

A Grant and Conveyance of the Reversion of an Annuity or Rent Charge.

No. I.

THIS indenture tripartite, &c. between *Thomas Hall*, of *Aylesbury*, in the county of *Bucks*, wine merchant of the 1st part, *Edmund Gale* of *Warwick-lane, London*, distiller, of the 2d part, and *Joseph Gale* of *Warwick-lane*

A fine recited.

Whereby a cer-
tain annuity or
rent-charge was
granted.

Jane aforesaid distiller, (brother of the said *Edmund Gale*) of the 3d part, *Whereas* in Easter Term that was in the third year of the reign of our late sovereign lady the Queen *Elizabeth*, a fine with proclamations was levied by *William Owen* and *Anne* his wife, unto *Anthony Foster*, esqr. and his heirs, of the manor of *Cunmer* with the appurtenances, and of forty messuages, four tofts, two mills, six dove-houses, forty gardens, forty orchards, one thousand acres of land, two hundred acres of meadow, one hundred acres of pasture, one hundred acres of wood, one hundred acres of furze-heath, one hundred acres of marsh, and one hundred shillings rent with the appurtenances, in *Cunmer*, *Besfley*, *Wightam*, *Botley*, *Hynksey*, *Strowde Hill*, *Wightam Abbas*, and *Wightam Phillips*, and of the hundred of *Hormer*, otherwise *Bagley* hundred, with the appurtenances, and also of the rectory of *Cunmer*, and the advowson of the vicarage of *Cunmer* aforesaid, in the county of *Bucks*, and by the same fine the said *Anthony* did grant to the said *William Owen* and *Anne*, and the heirs of the said *William*, one annuity or annual rent of fifty-three pounds eighteen shillings and seven-pence, issuing out of the said manor and tenements with the appurtenances, payable yearly at the feast of the Annunciation of the Blessed Virgin *Mary* and St. *Michael* the Archangel, at the west door of the cathedral church of St. *Paul's*

London

London by equal portions, with a forfeiture of five shillings by the said *Anthony* and his heirs as a penalty, and with power for the said *William Owen* and *Anne* and the heirs of the said *William* to distrain for the said annuity, in default of payment thereof or of any part thereof, for the space of six weeks after either of the said feasts as by the record of the said fine may appear: *And whereas* the said annuity or rent-charge of fifty-three pounds eighteen shillings and seven-pence is subject and liable to the deduction of the yearly sum of seven pounds eighteen shillings and seven-pence, as a tenth due to the king's majesty his heirs and successors, and by a decree of the court of exchequer at *Westminster*, the same is ordered to be detained thereout by the tertenant of the said premisses; *And whereas* by indentures of lease and release, bearing date respectively the twenty sixth and twenty seventh days of *August*, which was in the year of our Lord 17—, the release being quadripartite, and made between *Thomas Steele* of *Lydcott* in the county of *Bucks*, gentleman, and *Henry Barnes* of *Kidlington* in the county of *Oxford*, mealman, of the first part, *Daniel Hall* of *Wendover* in the said county of *Bucks*, gentleman, (since deceased) and the said *Thomas Hall*, party hereto, of the second part, *Mary Jeays*, now wife of *Nebemiah Jeays* gentleman by her then name and description of *Mary Hall* of *Aylebury* aforesaid spinster,

The annuity
subject to a
tenth.

Indentures of
lease and re-
lease recited.

Whereby the
annuity was li-
mited to certain
persons for life.

Remainder to
the present
grantor in fee.

The reversion
of the annuity
agreed to be
purchased.

The considera-
tion.

ster, sister of the said *Thomas Hall* of the third part, and *Thomas Williams* of *Romley*, in the county of *Derby*, gentleman and *Robert Sands* of *Hartwell* in the said county of *Bucks* gentleman of the fourth part, the said annual rent of fifty three pounds eighteen shillings and seven-pence, (subject as aforesaid) was limited in use to the said *Daniel Hall* for his life, and from and after his decease to the use and behoof of the said *Mary Jeays*, for and during her natural life, with remainder to the said *Thomas Hall* and his heirs. And whereas the said *Edmund Gale* hath contracted and agreed with the said *Thomas Hall* for the purchase of his reversion in the said annuity or rent charge, (subject to his said sister's interest therein for her life) at and for the price or sum of eight hundred and twenty eight pounds. Now THIS INDENTURE WITNESSETH, That for and in consideration of the sum of eight hundred and twenty-eight pounds of lawful money of *Great Britain* by the said *Edmund Gale* to the said *Thomas Hall* in hand, at or before the sealing and delivery of these presents, well and truly paid in full for the absolute purchase of the said yearly rent-charge, the receipt whereof he the said *Thomas Hall* doth hereby acknowledge, and thereof doth acquit, release, and for ever discharge the said *Edmund Gale*, his heirs, executors, and administrators for ever by these presents; and in consideration of the

—

sum

sum of ten shillings of like money to the said *Thomas Hall* in hand paid, by the said *Joseph Gale*, at or before the execution of these presents, the receipt whereof is hereby acknowledged; he the said *Thomas Hall*, hath granted, bargained, sold, aliened and confirmed, and by these presents doth grant, bargain, sell, alien and confirm unto the said *Edmund Gale* and *Joseph Gale*, and their heirs, all that the said annuity or yearly rent-charge of fifty-three pounds eighteen shillings and seven-pence, (subject and liable to the deductions beforementioned) and all pains and penalties to be forfeited, benefit and advantage of distress for non-payment thereof, and all other benefit and advantage whatsoever belonging, or in any wise appertaining thereunto, and also all such other rents as the said *Thomas Hall* hath issuing out of the said premisses in the county of *Berks* or any part thereof; and the reversion and reversions, remainder and remainders thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, benefit, property, claim, and demand whatsoever of him the said *Thomas Hall*, of in and to the said annuity or yearly rent-charge, hereby granted or any part thereof, together with all deeds, evidences, and writings, touching or concerning the said annuity or any part thereof, now in the hands, custody, or possession of the said *Thomas Hall*,

The grant.

General words.

Original Precedents

Habendum to
two persons in
trust for one.

or of any other person or persons for his use, or in trust for him, or which he can come by without suit in law or equity: To have, hold, perceive, receive, take and enjoy the said annuity or yearly rent-charge of fifty-three pounds eighteen shillings and seven-pence hereby granted with the appurtenances, and all pains and penalties to be forfeited, benefit and advantage of distress for non-payment thereof, and all other remedies for recovering the same, unto the said *Edmund Gale* and *Joseph Gale*, and the heirs of the said *Joseph*, to the use and behoof of the said *Edmund Gale* and *Joseph Gale*, and the heirs and assigns of the said *Joseph Gale*. Nevertheless, as to the estate of the said *Joseph Gale* and his heirs therein, in trust for the said *Edmund Gale*, his heirs and assigns for ever (subject only to the deductions before-mentioned, and to the life estate, or interest of the said *Mary Jeays* therein). And the said *Thomas Hall* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to, and with, the said *Edmund Gale*, his heirs and assigns, in manner following (that is to say) that he the said *Thomas Hall*, now hath in himself good right, full power, and lawful and absolute authority to grant and convey the said annuity in manner aforesaid: And that it shall and may be lawful to and for the said *Edmund Gale*, his heirs and assigns, from time to time, and at all times, from and after the

Covenant from
the grantor, that
he has good right
to grant and
convey.

decease

decease of the said *Mary Jeays*, peaceably and quietly to have hold receive and enjoy the said annuity mentioned to be hereby granted and conveyed without any lawful let, suit, hindrance, interruption or denial, of or by the said *Thomas Hall*, his heirs or assigns, or any other person or persons whatsoever; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said *Thomas Hall*, his heirs, executors and administrators, well and sufficiently saved, kept harmless and indemnified, off from and against all, and all manner of former and other gifts, grants, bargains, sales, jointures, dowers, uses, intails, rents, arrears of rent, statutes, recognizances, judgments, titles, charges, and incumbrances whatsoever, had, made, committed, done, or suffered by him, the said *Thomas Hall*, or any other person or persons whomsoever, (other than and except the said annual sum of seven pounds eighteen shillings and sevenpence, payable thereout, as a tenth due to the king's majesty, his heirs and successors, and the life estate or interest of the said *Mary Jeays* therein); **AND LASTLY**, that he, the said *Thomas Hall*, and his heirs, and all and every other person and persons whomsoever, having, or lawfully claiming, or to claim, any estate, right, title, or interest, of, in to, or out, of the said annuity, mentioned to be hereby granted and conveyed, (except only in respect of the tenth

And that the
purchaser shall
quietly enjoy,
&c. after the
death of tenant
for life.

Free from in-
cumbrances.

The exception.

Covenant for
further assurances.

payable thereout to the king's majesty, his heirs, and successors, and the life interest of the said *Mary Jeays* therein as aforesaid) shall and will, from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said *Edmund Gale*, his heirs and assigns, make, do acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances and assurances in the law whatsoever, be the same by fine or fines, recovery or recoveries, or other matter of record or otherwise; for the further, better, more perfect and absolute granting, conveying, and assuring the said annuity mentioned to be hereby granted unto and to the use of the said *Edmund Gale* and *Joseph Gale*, and the heirs and assigns of the said *Joseph*, in trust as aforesaid, as by the said *Edmund Gale*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required. IN WITNESS, &c.

I approve of this draught,

WM. RIVETT.

A Grant

A Grant of an Annuity for a Term of Years chargeable upon leasehold Premises; where an Assignment of a Lease was the Consideration.—Settled by Mr. Booth.

No. II.

THIS indenture tripartite, &c. between *Anthony Aylmer*, of *Hampstead*, in the county of *Middlesex*, gentleman, of the first part; *Barnard Bell*, of the parish of *Saint Sepulchre*, of the second part; and *Edmund Ellis*, of *Lincoln's-Inn*, &c. gentleman, of the third part: Whereas by indenture of lease (reciting the lease) *And whereas* by indenture of assignment, bearing date the day next before the day of the date of these presents, and made or mentioned to be made between the said *Barnard Bell*, of the one part; and the said *Anthony Aylmer*, of the other part; reciting as hereinbefore is recited, and also reciting that the said *Barnard Bell* had agreed to assign and make over the said indenture of lease, and the premises therein comprised, unto the said *Anthony Aylmer*, his executors, administrators, and assigns, in consideration of an annuity or yearly sum of *50l.* to be paid to the said *Barnard Bell*, his executors, administrators, or assigns, during the residue of the said term of thirty-two years thereby demised, and that the said annuity was intended to be secured to the said *Barnard Bell*, his executors, administrators, and assigns, and to be made

A lease recited
and an assign-
ment thereof
in considera-
tion of the present
annuity.

payable to him and them in such manner as should be expressed in and by one indenture then prepared and intended to bear date the day next after the day of the date of the said indenture of assignment; and to be made between the said *Anthony Aylmer*, of the first part; the said *Barnard Bell*, of the second part; and the said *Edmund Ellis*, of the third part; (meaning this present indenture) it was witnessed by the said indenture now in recital, that the said *Barnard Bell* for the consideration therein mentioned, did bargain, sell, assign, and set over the said several messuages, &c. granted or demised to him the said *Barnard Bell* by the said Earl of *Chesterfield*, and all the estate, right, title, interest, term of years, property, claim, and demand of him the said *Barnard Bell*, therein; and all benefit of renewal thereof unto the said *Anthony Aylmer*, his executors, administrators, and assigns, from thenceforth for and during all the residue and remainder of the said term of thirty-two years then to come and unexpired, as in and by the said in part recited indentures of lease and assignment, reference being thereunto severally had, will more fully and at large appear.

NOW THIS INDENTURE WITNESSETH that for and in consideration of the said assignment to be made by the said *Barnard Bell* to the said *Anthony Aylmer*, in and by the said last recited indenture, and also for and in consideration of

The considera-
tion.

the sum of 10*s.* of lawful money of Great Britain, to him the said *Anthony Aylmer*, by the said *Barnard Bell*, at or before the sealing and delivery of these presents in hand well and truly paid, the receipt whereof he the said *Anthony Aylmer* doth hereby acknowledge; he the said *Anthony Aylmer* hath given, granted, and confirmed, and by these presents doth for himself, his heirs, executors, and administrators, give, grant, and confirm unto the said *Barnard Bell*, his executors, administrators, and assigns, one annuity, yearly rent or sum of 50*l.* of lawful money of Great Britain, to be issuing, going, and to be had, received, and taken out of, and charged, and chargeable upon all and singular, the messuages, tenements, and premises herein before particularly mentioned and comprised in the said recited indenture of lease; To have, hold receive, perceive, take, and enjoy the said annuity or yearly sum of 50*l.* and every part thereof, unto and by the said *Barnard Bell*, his executors, administrators, and assigns, for and during all the residue and remainder of the said term of thirty two years, in and by the said recited indenture of lease demised as aforesaid, which are now to come and unexpired, the said annuity or yearly sum of 50*l.* to be paid and payable quarterly unto the said *Barnard Bell*, his executors, administrators,

The grant of
the annuity.

Habendum.

strators, or assigns, by the said *Anthony Aylmer*, his executors, administrators, or assigns, at, or in the common dining hall of *Lincoln's inn*, in the county of *Middlesex*, by equal quarterly payments at or on the four most usual feasts, or days of payment, in the year (that is to say) *Lady-day*, *Midsummer-day*, *Michaelmas-day*, and *Christmas-day*, without any deduction, defalcation, or abatement whatsoever, for or in respect of any taxes, charges, assessments, or other matter or thing whatsoever, already imposed or to be taxed, charged, or imposed, upon the premises, or any part thereof, or upon the said *Barnard Bell*, his executors, administrators, or assigns, for or in respect thereof, or of the said annuity or yearly sum of 50*l.* by authority of parliament, or otherwise howsoever. The first payment therefore to commence and become payable on *Lady day* now next ensuing the date hereof. And it is hereby agreed and declared by and between the said parties to these presents, that in case the said annuity or yearly sum, or any part thereof, shall be behind in part or in all, by the space of twenty-one days next over or after any of the said days of payment whereon the same ought to be paid as aforesaid, being lawfully demanded, then and so often from time to time it shall and may be lawful to and for the said *Barnard Bell*, his executors, administrators, or assigns, into all the messuages, tenements, and premises,

Clause of distress

premises, hereby charged with, or made subject to the payment thereof, or into and upon any part or parcel thereof, to enter and distrain for the said annuity or yearly sum, and all arrearages thereof, and every distress and distresses, in the premises, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive, carry away, hold, and keep, until thereby or therewith, he the said *Barnard Bell*, his executors, administrators, or assigns, shall not only be paid the said annuity or yearly sum of 50*l.* and all arrears thereof, but also all costs, charges, and expences occasioned by reason of the non-payment thereof, at the respective days and times hereinbefore mentioned and appointed for payment thereof, and according to the true intent and meaning of these presents. And in default of payment thereof, within ten days after such distress or distresses shall be so taken, to appraise and sell, or dispose of the same, and thereout to have, take, and retain the said annuity, or yearly sum, arrearages, costs and charges. And the said *Anthony Aylmer* for himself, his heirs, executors, administrators and assigns, doth covenant, grant, and agree to and with the said *Barnard Bell*, his executors, administrators, and assigns, by these presents, that he the said *Anthony Aylmer*, his executors, administrators, or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid unto the said

Barnard

Covenant from
the grantor to
pay the annuity
free from taxes.

Barnard Bell, his executors, administrators, or assigns, for and during all the residue and remainder of the said term of thirty-two years, in and by the said recited indenture of lease demised as aforesaid, which are now to come and unexpired, the said annuity or yearly rent of 50*l.* of lawful money of *Great Britain*, on the several and respective days and times, and at the place above limited and appointed for payment thereof, without any defalcation or abatement, for or by reason of any taxes, charges, assessments, or other matter or thing whatsoever.

For further security.

The grantor grants and demises the premises to a trustee.

AND THIS INDENTURE FURTHER WITNESSETH, that for the further and more effectual securing the payment of the said annuity or yearly sum of 50*l.* at the respective times, and manner hereinbefore mentioned, and also for and in consideration of the sum of 10*s.* of lawful money of *Great Britain* to the said *Anthony Aylmer* in hand paid by the said *Edmund Ellis*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged: he the said *Anthony Aylmer* hath granted, bargained, sold, and demised, and by these presents doth grant, bargain, sell, and demise, unto the said *Edmund Ellis*, his executors, administrators, and assigns, all and every the messuages, or tenements, and premises, in and by the said last recited indenture assigned to the said *Anthony Aylmer*, or mentioned, or intended so to be, with their and every of their appurtenances; To have and to hold the said messuages

suages or tenements and premises hereby granted and demised, or intended so to be, with their and every of their rights, members, and appurtenances unto the said *Edmund Ellis*, his executors, administrators, and assigns from henceforth, for and during, and unto the full end and term of twenty-three years now next ensuing, and fully to be compleat and ended, without impeachment of waste, upon the trusts nevertheless, and to and for the several intents and purposes, and subject to the provisoe, declaration, or agreement hereinafter mentioned, expressed, and declared, of and concerning the same (that is to say) upon trust, and to the intent and purpose that in case the said annuity or yearly sum of 50*l.* or any part thereof shall happen to be behind or unpaid by the space of forty-one days next over or after any of the said feasts or days whereon the same is hereinbefore appointed to be paid as aforesaid, altho' no formal demand shall have been made thereof, then and so often as he the said *Edmund Ellis*, his executors, administrators, or assigns do and shall by and out of the rents, issues, and profits of the said premises so demised as aforesaid, or by sale or mortgage of the said term hereby demised, or any part thereof, or by such other ways and means as to him the said *Edmund Ellis*, his executors, administrators, or assigns shall seem meet, raise and levy such sum and

sums

Upon trust in
case the annu-
ity is unpaid,
to raise the
same with costs
out of the rents
and profits of
the premises, or
by sale of the
term hereby
demised.

Original Precedents

Sums of money as shall be sufficient from time to time to satisfy and pay unto him the said *Barnard Bell*, his executors, administrators, or assigns, the said annuity or yearly sum of fifty pounds during the residue of the said term of thirty-two years, in and by the said first recited indenture granted or demised; together with all such costs, charges, damages, and expences, as he the said *Barnard Bell* or the said *Edmund Ellis*, their executors, administrators, or assigns, or any of them shall sustain or be put unto, for or by reason of the non-payment thereof, according to the true intent and meaning of these presents. PROVIDED ALWAYS, and it is hereby agreed and declared by and between the said parties to these presents, that in the mean time and until default shall happen to be made of or in payment of the said annuity or yearly sum of 50*l.* or some part thereof, by the space of twenty-one days next over or after any of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, it shall and may be lawful to and for the said *Anthony Aylmer*, his executors, administrators, and assigns, peaceably and quietly to have, hold, and enjoy, all and singular the said premises, with the appurtenances, and to receive and take the rents, issues, and profits thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, denial, or interruption,

Proviso that the
graotor shall
enjoy till de-
fault is made
in payment of
the annuity.

ruption, of or by the said *Barnard Bell* and *Edmund Ellis*, or either of them, or either of their executors, administrators, or assigns respectively. AND LASTLY, the said *Anthony Aylmer*, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with the said *Barnard Bell*, his executors, administrators, and assigns, that he the said *Anthony Aylmer*, his executors, administrators, or assigns, shall and will from time to time, and at all times hereafter during the residue of the said term of thirty-two years, granted or demised aforesaid, well and truly pay or cause to be paid the said yearly rent or sum of one hundred pounds, reserved in and by the said first recited indenture to the said Earl of *Chesterfield* and his heirs, when and as the same shall become due and payable, and shall and will perform, fulfil and keep, all and every the covenants and agreements, mentioned and contained in the said first recited indenture of lease, which on the part and behalf of the lessee or assignee, is or are to be observed and performed, and of and from the same rent, covenants and agreements, and all costs, damages, and expences, for and on account of any act, neglect, or default, or of or in the payment or performance thereof, or of any of them, which shall at any time hereafter happen to be made or done, shall and will

A covenant
from the gran-
tor to pay the
rent reserved
upon the origi-
nal lease.

save,

save, defend, keep harmless, and indemnified the said *Barnard Bell*, and *Edmund Ellis*, their and each of their executors, and administrators, and their and each of their lands, tenements, goods and chattels respectively. In WITNESS.

No. III.

A Grant of an Annuity chargeable upon divers Freehold Estates, during the Life of the Grantor.

A recital that the grantee had contracted with the grantor for the purchase of the annuity.

THIS INDENTURE, of three parts, made, &c. between Sir *William Giles*, of D. in the county of Kent, Bart. of the first part; *Arthur Askew*, of ——, of the second part, and *Bertie Bloom*, of ——, of the third part: Whereas the said *Arthur Askew* hath contracted and agreed with the said Sir *William Giles*, for the absolute purchase of one annuity, yearly rent-charge or annual sum of one hundred pounds of lawful money of *Great Britain*, to be issuing and payable out of, and charged and chargeable upon the messuages, farms, lands, and hereditaments hereinafter particularly mentioned and described; and to be paid unto the said *Artbur Askew*, his executors, administrators or assigns, free from all taxes and deductions whatsoever, for and during the term of the natural life of the said Sir *William Giles*, at or for the price or sum of six hundred pounds; and which said sum of six hundred pounds, he the said

said *Arthur Askew* hath paid to the said Sir *William Giles*, at or before the time of the sealing and delivery of these presents, and for securing the payment of the said annuity or yearly rent-charge, or annual sum of one hundred pounds, to the said *Arthur Askew*, his executors, administrators, and assigns, during the natural life of the said Sir *William Giles*. He the said Sir *William Giles*, by his bond or obligation, bearing even date with these presents, is become held and firmly bound unto the said *Arthur Askew*, his executors, administrators, and assigns, in the penal sum of twelve hundred pounds, of lawful money of *Great Britain*, with a condition thereunder written, for making the same void, on payment by the said Sir *William Giles*, unto the said *Arthur Askew*, his executors, administrators, or assigns yearly, and every year, during the life of him the said Sir *William Giles*, of one annuity, yearly rent-charge, or annual sum of one hundred pounds of lawful money of *Great Britain*, by quarterly payments, on the days and times, and in the manner therein and hereinafter mentioned; and for the better securing the payment of the said annuity of one hundred pounds unto the said *Arthur Askew*, his executors, administrators and assigns, as aforesaid; he the said Sir *William Giles*, hath duly executed a warrant of attorney also, bearing even date herewith, empowering certain attorneys therein named, to con-

The grantor
hath given a
bond,

and executed a
warrant of at-
torney to con-
fess judgment.

confess

fess judgment against him in a certain action of debt on the said bond, at the suit of the said *Arthur Askew*, in his majesty's court of king's bench at *Westminster*, in or as of last *Michaelmas Term*, *Hilary Term* next, or any other succeeding Term, for the said sum of twelve hundred pounds, together with the costs of suit. Now THIS INDENTURE WITNESSETH,

The considera-
tion.

That in pursuance of the said agreement, and for the better and more effectual securing the true and regular payment of the said annuity, yearly rent-charge, or annual sum of one hundred pounds, unto the said *Arthur Askew*, his executors, administrators, and assigns, during the term of the natural life of the said Sir *William Giles*; and also for and in consideration of the said sum of six hundred pounds of lawful money of *Great Britain*, to the said Sir *William Giles* in hand, well and truly paid by the said *Arthur Askew*, at or before the sealing and delivery of these presents, (being in full for the absolute purchase of the said annuity, yearly rent-charge, or annual sum of one hundred pounds, in the condition of the said bond or obligation mentioned) the receipt and payment whereof, he the said Sir *William Giles*, doth hereby confess and acknowledge, and thereof and thereupon, and of and from the same and every part thereof, doth acquit, exonerate, and for ever discharge the said *Arthur Askew*,

Akew, his executors, administrators, and assigns, and every of them by these presents; he the said Sir *William Giles*, hath given, granted, and confirmed, and by these presents doth for himself, his heirs, executors, and administrators, give, grant, and confirm unto the said *Arthur Akew*, his executors, administrators and assigns, for and during the term of the natural life of him the said Sir *William Giles*, one clear annuity, yearly rent-charge, or annual sum of one hundred pounds, of lawful money of *Great Britain*, to be issuing, going, and payable, had, received and taken, by and out of, and from, and charged and chargeable upon *all* that messuage, or tenement and farm called *G.* with the appurtenances, situate, lying and being, in the parish of *D.* in the county of *Kent*, now in the tenure or occupation of *George Gilkes*, as tenant thereof, to the said Sir *William Giles*, at or under the yearly rent of three hundred pounds and upwards; and also, all that messuage, or tenement and farm called *A.* with the appurtenances, situate, lying, and being in the parish of *B.* in the said county of *Kent*, now in the tenure or occupation of *John Norwood* as tenant thereof, to the said Sir *William Giles*, at or under the yearly rent of three hundred pounds, or thereabouts; and also, all that messuage or tenement and farm called *C.* with the appurtenances, situate, lying, and being in the said parish of *B.* in the said county of *Kent*,

The grant.

now in the tenure or occupation of *Thomas Batten*, as tenant thereof, to the said Sir *William Giles*, at or under the yearly rent of one hundred pounds, or thereabouts; and also, by, out of, from, and upon, all and singular other the manors, messuages, lands, tenements, and hereditaments whatsoever, of him the said Sir *William Giles*, or whereof or wherein he or any person or persons in trust for him, hath or have any estate for life, freehold or inheritance in possession, reversion, remainder, or expectancy, situate, lying, and being, within the said county of *Kent*, or elsewhere, within the kingdom of *Great Britain*, To HAVE, HOLD, receive, perceive, take and enjoy the said annuity, yearly rent-charge, or annual sum of one hundred pounds hereby granted, and every part thereof, from the day of the date of these presents unto the said *Arthur Askew*, his executors, administrators and assigns, for and during the term and time of the natural life of him, the said Sir *William Giles*, the same annuity, yearly rent-charge, or annual sum of one hundred pounds, to be paid and payable to him, the said *Arthur Askew*, his executors, administrators or assigns, in the common dining hall of *Lincoln's Inn*, by four even and equal quarterly payments, between the hours of ten and twelve of the clock in the forenoon of the several days and times following, (that is to say) on the 24th day of *June*, the 29th day of *September*,

General words.

Habendum.

September, the 25th day of *December*, and the 25th day of *March*, in each and every year, by even and equal parts and portions, without making any deduction, defalcation, or abatement whatsoever, out of the same, or out of any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause, or thing whatsoever, already taxed, charged, assessed, or imposed, or to be hereafter taxed, charged, assessed, or imposed upon the said premisses hereby respectively charged with the payment of the said annuity of one hundred pounds, or upon any part thereof, or on the said *Arthur Aikew*, his executors, administrators, or assigns, in respect thereof, by authority of parliament, or otherwise howsoever; the first payment thereof to begin and be made on the 24th day of *June*, now next ensuing the date of these presents; and also a proportionable part of the said annuity for the time which shall have elapsed from the last quarterly payment thereof, up to the time of the decease of the said Sir *William Giles*. Provided always, and it is hereby declared by and between all the said parties hereto, and it is the true intent and meaning of them and of these presents, and the said Sir *William Giles*, for himself, his heirs, executors, and administrators, doth hereby expressly covenant, grant, and agree to and with the said *Arthur Aikew*, his executors, administrators and assigns,

The annuity
payable without
deduction.

A proportion-
able part of the
annuity payable
up to the death
of the grantor.

Clause of di-
stress.

Original Precedents

in manner and form following (that is to say), that if it shall happen that the said annuity, yearly rent-charge, or annual sum of one hundred pounds, or any part thereof, shall at any time happen to be behind or unpaid by the space of twenty one days next over or after any of the said days or times of payment, whereon the same ought to be paid as aforesaid, being lawfully demanded; then and from thenceforth from time to time, so often as the same shall happen, it shall and may be lawful to and for the said *Arthur Askew*, his executors, administrators or assigns, during the life of the said Sir *William Giles*, into, and upon, all and singular the said messuages, farms, lands, hereditaments and premisses, hereby charged with the payment of the said annuity of one hundred pounds, and into and upon every or any part or parts thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same in pound to detain and keep, until the said annuity, yearly rent-charge, or annual sum of one hundred pounds, and all arrears thereof so unpaid, and all costs, charges, damages, and expences whatsoever attending the making and keeping such distress and distresses, shall be fully paid and satisfied, and in default of payment thereof in due time after such distress or distresses shall be so taken, to appraise and sell, or dispose of the same according

ording to due course of law, to the intent that thereby and therewith the said *Arthur Akew*, his executors, administrators or assigns, shall and may be fully paid and satisfied, the said annuity, yearly rent-charge, or annual sum of one hundred pounds, and every part thereof, and all arrears of the same, and all costs, damages, and expences attending the recovery thereof: *And further also*, that in case the said annuity, yearly rent-charge, or annual sum of one hundred pounds, or any part thereof, shall at any time or times hereafter, be behind or unpaid by the space of forty days, next after the same shall become due and payable as aforesaid; then so often from time to time (although no formal demand shall have been made thereof, or of the arrears thereof) it shall and may be lawful to and for the said *Arthur Akew*, his executors, administrators and assigns, during the life of him the said *Sir William Giles*, into and upon all and singular the said messuages, farms, lands, hereditaments and premisses, (hereby charged with the payment of the said yearly rent-charge as aforesaid) to enter, and the rent, issue, produce, and profits thereof, and of every part thereof, to have, receive, and take, to and for his and their own use, until he and they shall therewith and thereby be fully paid and satisfied the said annuity, yearly rent-charge, or annual sum of one hundred pounds, and every part thereof,

Power given to the grantor to enter, in default of payment, upon the premises charged, and out of the rents and profits to satisfy himself all arrears.

Original Precedents

thereof, and all arrears of the same, due at the time of such entry or entries respectively; and also, all such arrears thereof as shall incur and grow due during the time that he or they shall by virtue of such entry or entries be in possession of the said premises, together with all such costs, charges, damages, and expences whatsoever, as shall be laid out or sustained by the said *Arthur Askew*, his executors, administrators, or assigns, or occasioned by, or by reason of the non-payment of the same, such entry or entries when made, to be without impeachment of, or for any manner of waste whatsoever: AND THIS INDENTURE FURTHER

WITNESSETH, that for the consideration aforesaid, and also for the further, better, and more effectually securing the due and punctual payment of the said annuity, yearly rent-charge, or annual sum of one hundred pounds to the said *Arthur Askew*, his executors, administrators or assigns, at the days and times, and in the manner herein before, and in and by the condition of the said recited bond or obligation mentioned for payment thereof as aforesaid; and also, in consideration of the sum of ten shillings of lawful money of *Great Britain*, to the said *Sir William Giles*, in hand paid by the said *Bertie Bloom* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; he, the said *Sir William Giles*, hath granted, bargained, sold,

The entries to
be made without
impeachment of
waste.

As a further se-
curity, the gran-
tor grants and
demises the pre-
mises unto a
trustee.

sold, and demised, and by these presents doth (at the request, and by and with the consent and approbation of the said *Arthur Askew*, testified by his being a party to, and executing these presents) grant, bargain, sell, and demise unto the said *Bertie Bloom*, all those the aforesaid messuages, or tenements, farms, lands, hereditaments, and premisses whatsoever, herein before charged with the payment of the said annuity, or yearly rent-charge of one hundred pounds, with their and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of the said messuages, tenements, farms, lands, hereditaments, and premisses, and every of them, and every part thereof; To HAVE AND TO HOLD the said messuages, tenements, farms, lands, and all and singular other the hereditaments and premisses hereby granted and demised, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said *Bertie Bloom*, his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during the full time, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended, without impeachment of, or for any manner of waste: upon the trusts, and under and subject to the proviso and agree-

General words.

Habendum for
99 years.Upon certain
trusts.

The grantor
may receive the
rents until de-
fault is made in
payment of the
annuity.

ment herein after mentioned, expressed, and declared, of and concerning the same, (that is to say) *in trust* to permit and suffer the said Sir *William Giles* and his assigns, to receive and take the rents, issues and profits of all and singular the said messuages, farms, lands, hereditaments and premisses, and every of them, and every part thereof, until default shall happen to be made in payment of the said annuity, yearly rent-charge, or annual sum of one hundred pounds, or of some part thereof, at the days, times, and places, and in manner herein before, and in and by the condition of the said recited bond, limited and appointed for payment thereof; and upon this further trust, that in case the same annuity, yearly rent-charge, or annual sum of one hundred pounds, or any part thereof, shall happen to be behind or unpaid by the space of forty-one days next over or after any of the days and times of payment, whereon the same is herein before, and in and by the condition of the said recited bond or obligation, appointed to be paid as aforesaid, being lawfully demanded, then and so soon from time to time it shall and may be lawful to and for the said *Bertie Bloom*, his executors, administrators or assigns, by and out of all and singular the said messuages, farms, lands, hereditaments, and premisses, herein before-mentioned, and hereby bargained, sold, and demised, or intended so to be

If the annuity
is in arrear 41
days, the trustee
may out of the
premisses or by
lease or mort-
gage thereof
raise sufficient
to satisfy the
arrears, and
costs.

as aforesaid; and the rents, issues, produce, and profits thereof, or by demising, leasing, mortgaging, or selling the same premisses, or any part thereof respectively, for all or any part of the said term of ninety-nine years, hereby granted as aforesaid, or by such other ways or means as to him the said *Bertie Bloom*, his executors administrators or assigns, shall seem meet to raise and levy such sum and sums of money as shall be sufficient, from time to time to pay and satisfy the said annuity, yearly rent-charge, or annual sum of one hundred pounds or so much thereof as shall from time to time happen to be in arrear or unpaid, together with all such costs, charges, damages and expences, as he the said *Bertie Bloom*, and the said *Arthur Askew*, or either of them, their, or either of their executors, administrators, or assigns, or any of them shall sustain, expend, or be put unto, for or by reason or means of the non-payment of the said annuity, yearly rent-charge, or annual sum of one hundred pounds, at the days and times and in manner hereinbefore, and in and by the condition of the said recited bond or obligation in that behalf mentioned, limited and appointed for payment thereof, and shall and do pay, apply, and dispose of the monies arising thereby or therefrom in payment and satisfaction thereof, accordingly, and also shall and do permit and suffer the said *Sir William Giles*, and his assigns,

to

Rendering the
overplus to the
grantor.

The demise to
be void on the
death of the
grantor.

Covenant from
the grantor to
pay the annuity.

to receive and take what shall remain over and above so much thereof as shall be sufficient, from time to time, to pay and satisfy the said annuity, yearly rent charge, or annual sum of one hundred pounds, and all arrears thereof, and all costs, charges, damages, and expences attending the execution of the aforesaid trust, to and for his and their own use and benefit. *Provided always nevertheless* and it is hereby expressly declared and agreed by and between all the parties to these presents, and it is the true intent and meaning of them, and of these presents, that from and after the decease of the said Sir *William Giles*, and full payment and satisfaction of all arrears which shall be then due of the said annuity, yearly rent-charge, or annual sum of one hundred pounds, up to the day of his death (if any then shall happen to be) and all costs, damages, and expences attending the execution of the aforesaid trusts, then and from thenceforth the said term of ninety-nine years, hereby granted, bargained, sold, and demised, of and in the said premises, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly null, void, and extinguished to all intents and purposes whatsoever, these presents or any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. *And the said William Giles for himself, his heirs, executors, administrators, and assigns, doth here-*

by further covenant, promise, grant, and agree to and with the said *Arthur Askew* his executors, administrators, and assigns, in manner and form following (that is to say) that he the said Sir *William Giles*, his heirs, executors, or administrators, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid unto the said *Arthur Askew*, his executors, administrators, or assigns, the said annuity, yearly rent-charge or annual sum of one hundred pounds of lawful money of *Great Britain*, at the days, times, and place, and in the manner hereinbefore, and in and by the condition of the said recited bond or obligation, limited and appointed for payment of the same, without any deduction or abatement whatsoever thereout, or out of any part thereof, on account of any taxes, or on any other account or pretence whatsoever: *And moreover* that all and singular the said messuages, tenements, farms, lands, hereditaments, and premises, so charged with the payment of the said annuity, yearly rent-charge, or annual sum of one hundred pounds as aforesaid, shall from time to time and at all times hereafter during the natural life of him the said Sir *William Giles* remain, continue, and be overt, subject, and liable to the distress and distresses of the said *Arthur Askew*, his executors, administrators, or assigns, for the said annuity, yearly rent-charge, or annual sum of one hundred pounds, and all

arrears

The premises shall during the life of the grantor, be subject to distress on non-payment of the annuity notwithstanding former acts.

arrears thereof, and all costs, charges, damages, and expences whatsoever, to be occasioned by or by reason of any non-payment thereof, free and clear off and from all former and other charges and incumbrances, and that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said Sir *William Giles*, or any of his ancestors, at any time heretofore had, made, committed, or wittingly or willingly suffered to the contrary; *And that* he the said Sir *William Giles*, now is, at the time of the sealing and delivery of these presents, lawfully, rightfully, and absolutely seised of and in, or well and sufficiently intitled unto all and singular the said messuages, farms, lands, hereditaments, and premisses hereinbefore mentioned and described, with their and every of their rights, members, and appurtenances, of a good, sure, perfect, absolute, and indefeasable estate of inheritance in fee-simple, without any manner of condition, trust, power of revocation, remainder, or limitation of any use or uses, or other restraint, matter, or thing whatsoever, to alter, change, charge, defeat, incumber, revoke, or make void the same, *And that* for and notwithstanding any such act, deed, matter, or thing whatsoever as aforesaid, he the said Sir *William Giles*, now at the sealing of these presents, hath in himself good right, full power, and lawful and absolute authority, to give grant and confirm the said annuity, yearly

Covenant that
the grantor is
seized in fee-
simple,

and has good
right and full
power to grant
the annuity,

rent-

rent-charge or annual sum of one hundred pounds, unto the said *Arthur Askew*, his executors, administrators, and assigns, for and during the term of the natural life of him the said Sir *William Giles*, and also to demise and grant the said messuages, farms, lands, hereditaments, and premises hereinbefore mentioned and demised to the said *Bertie Bloom*, his executors, administrators, and assigns, for the term of ninety-nine years, as aforesaid, upon the trusts herein before mentioned. *And further also* that it shall and may be lawful, to and for the said *Arthur Askew*, his executors, administrators, and assigns, from time to time, and at all times hereafter, to have, hold, receive, perceive, and take the said annuity, clear yearly rent-charge, or annual sum of one hundred pounds, and every part thereof, for and during the term of the natural life of him the said Sir *William Giles*, in manner aforesaid, and according to the true intent and meaning of the said recited bond, and of these presents, without the lawful lett, suit, trouble, denial, eviction, ejection, interruption, claim or demand whatsoever, of or by the said Sir *William Giles* or any other person or persons whomsoever lawfully claiming, or to claim, by, from, under, or in trust for him or any of his ancestors, and that free and clear, and freely, and absolutely freed, and acquitted, exonerated, released, and for ever discharged, or otherwise, by the said Sir *William Giles*, well and sufficiently saved, defended,

and demise the
premises.

The grantee
shall enjoy the
annuity peace-
ably,

and clear from
former incum-
brances.

Covenant for
further assur-
ances.

fended, and kept harmless, and indemnified, off from and against all, and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right, and title of dower, uses, trusts, intails, statutes merchant, and of the staple, recognizances, judgments, extents, elegits, executions, rent, arrear of rent, annuities, legacies, sums of money, yearly payments, forfeitures, re-entry, debts of record, debts due to the king's majesty, and off from and against all other estates, titles, defects in title, trouble, charges, and incumbrances whatsoever, already had, made, done, committed, or suffered, or hereafter to be made, committed, done, or suffered by the said Sir *William Giles*, or any other person or persons whomsoever, claiming or to claim, by, from, or under, or in trust for him or any of his ancestors. *And lastly* that he the said Sir *William Giles*, and all and every other person or persons whomsoever, lawfully claiming or to claim, by from or under, or in trust for him, or any of his ancestors, shall and will from time to time, and at all times hereafter, during the term of his natural life, upon every or any reasonable request to be made for that purpose, by the said *Arthur Askew*, his executors, administrators, or assigns, but at the proper costs and charges in the law, of him the said Sir *William Giles*, make, do, acknowledge, levy, suffer, and execute, or cause to be made, done, acknowledged, levied, suffered, and executed, all and every, or any such further

further and other lawful and reasonable act and acts, deed and deeds, devises, conveyances, and assurances in the law whatsoever, for the further, better, and more perfect, and absolute granting, assuring, and confirming of the said annuity, yearly rent charge, or annual sum of one hundred pounds, unto the said *Arthur Askew*, his executors, administrators, and assigns, for and during the term of the natural life of him the said *Sir William Giles*, in manner aforesaid, and for the further and better conveying, assuring, and confirming, all and singular the said messuages, farms, lands, hereditaments, and premises, with their and every of their rights, members, and appurtenances hereinbefore mentioned, and hereby demised unto the said *Bertie Bloom*, his executors, administrators, and assigns, for all the remainder of the said term of ninety-nine years, which shall be therein then to come and unexpired, and according to the true intent and meaning of these presents, as by the said *Arthur Askew*, his executors, administrators, and assigns, or his or their counsel learned in the law, shall in that behalf be reasonably devised, or advised, and required. IN WITNESS, &c.

I have perused and do approve of this draught.

M. B —.

A Grant

*A Grant of an Annuity by Demise and
Re-demise.*

No. IV.

THE DEMISE.

The grantor
possessed of a
freehold estate,
hath agreed to
grant an an-
nuity charge-
able thereon.

The considera-
tion.

THIS INDENTURE, &c. between *James Joyce*, of, &c. of the one part; and *Martha Meekins* of, &c. of the other part. Whereas the said *James Joyce* is seised in fee-simple, and in possession of the several messuages, lands, tenements, hereditaments, and other premises hereinafter mentioned to be hereby demised, and for the considerations hereinafter mentioned, hath agreed to grant unto the said *Martha Meekins*, and her assigns, one annuity, yearly rent, or annual sum of one hundred pounds, for and during the natural life of her the said *Martha Meekins*, to be secured by demise and re-demise, of the said premises. Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one thousand pounds of good and lawful money of *Great Britain*, to the said *James Joyce*, in hand paid by the said *Martha Meekins*, at or before the sealing and delivery of these presents, the receipt whereof he the said *James Joyce* doth hereby acknowledge, and thereof acquit, release, and discharge the said *Martha Meekins*, her heirs, executors, and administrators by these presents, he the said *James Joyce*, hath demised, granted, bargained, sold,

sold, and to farm let, and by these presents doth demise, grant, bargain, sell, and to farm The demise.
 let, unto the said *Martha Meekins*, her execu-
 tors, administrators, and assigns; All, &c.
 and the reversion and reversions, remainder and General words.
 remainders, rents, issues, and profits of all and
 singular the said premises. *To have and to hold* Habendum,
 the said messuages, lands, tenements, her-
 editaments, and all and singular other the
 premises hereby demised, or mentioned,
 or intended so to be, with their and every of
 their appurtenances, unto the said *Martha*
Meekins, and her assigns, from the day next be-
 fore the day of the date of these presents, for and
 during, and unto the full end and term of 99
 years, from thence next ensuing, and fully to be
 compleat and ended (if the said *Martha Meek-
 ins* shall so long live) to the intent that the said
Martha Meekins, by indenture already prepared,
 and intended to bear date the day next after
 the day of the date of these presents, may re-
 demise the same premises to him the said *James*
Joyce, his executors, administrators, and assigns,
 for a term of 98 years reserving a clear yearly
 rent of one hundred pounds. And the said
James Joyce for himself, his heirs, executors,
 and administrators, doth covenant, promise,
 agree, to and with the said *Martha Meekins*, and
 her assigns, by these presents, in manner and form
 following, (that is to say) That he the said
James Joyce, hath now in himself good right,
if the grantee
 shall so long
 live,
in order that
 the grantee may
 redeem for
 98 years, at an
 annual rent of
 100 l.

Original Precedents

Covenant that
the grantor
hath good right
to grant and de-
mise.

That the pre-
mises are free
from incum-
brances.

That the gran-
tee may enjoy
the premises
during the term,

free from in-
cumbrances.

Covenant for
further assur-
ance.

full power, and lawful and absolute authority to demise and grant unto the said *Martha Meekins*, and her assigns, the said messuages, lands, tenements, hereditaments, and premises, in manner and form aforesaid; and that the same premises are free and clear of, and from, all incumbrances whatsoever. And that it shall and may be lawful to and for the said *Martha Meekins*, and her assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy, all and singular the premises aforesaid, with their appurtenances, for and during the said term of ninety-nine years, (determinable nevertheless upon the death of the said *Martha Meekins* as aforesaid) and have, receive, and take, the rents, issues, and profits thereof to and for her and their own use, without the let, suit, molestation, or disturbance of the said *James Joyce*, his heirs or assigns, or of any other person or persons whatsoever, claiming, or to claim, by, from, through, or under him, them, or any of them, free from all former and other charges and incumbrances whatsoever. And further, that the said *James Joyce*, his heirs and assigns, and all other persons having or lawfully claiming, or which shall or may have, or lawfully claim, any estate, right, title, or interest of, in, or to the said premises or any part thereof shall and will at any time hereafter at the request of the said *Martha Meekins* make, do, and execute, or cause to be made, done, and

and executed all such further and other lawful and reasonable acts, matters, and things whatsoever, for the further better more perfect and absolute demising and granting the said premisses, with their appurtenances, unto the said *Martha Meekins* and her assigns, for and during the said term of ninety-nine years, determinable as aforesaid, as by the said *Martha Meekins* or her counsel learned in the law, shall be reasonably devised, advised, or required. IN WITNESS, &c.

THE RE-DEMISE.

THIS Indenture, &c. between *Martha Meekins*, of, &c. of the one part; and *James Joyce*, of, &c. of the other part *Witnesseth* that the said *Martha Meekins*, for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part and behalf of the said *James Joyce*, his heirs and assigns, to be paid, done, and performed; and also in consideration of the sum of five shillings of lawful money of *Great Britain*, to the said *Martha Meekins*, in hand paid by the said *James Joyce*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath bargained, sold, demised, and to farm letten, and by these presents doth bargain, sell, demise, and to farm let, unto the said *James Joyce* his executors,

The considera-
tion.

The demise.

General words.

Habendum for
98 years if less-
or shall so long
live,

at and under a
certain yearly
rent.

administrators, and assigns, *All, &c.* and all other the messuages, lands, tenements, hereditaments and premises whatsoever, which in and by a certain indenture, bearing date the day next before the day of the date of these presents, and made or mentioned to be made between the said *James Joyce*, of the one part; and the said *Martha Meekins* of the other part; were demised, granted, bargained, and sold to the said *Martha Meekins*, and her assigns, for the term of ninety-nine years therein mentioned (if she the said *Martha Meekins* should so long live) and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, *To have and to hold the said lands, messuages, tenements, hereditaments, and all and singular other the premises hereby demised or mentioned or intended so to be, with their and every of their appurtenances, unto the said James Joyce, his executors, administrators, and assigns, from the day of the date of these presents, for and during, and unto the full end and term of ninety-eight years, from thence next ensuing, and fully to be compleat and ended; if the said Martha Meekins shall so long live; Yielding and paying therefore yearly and every year during the said term of ninety-eight years (if the said Martha Meekins shall so long live) unto the said Martha Meekins, or her assigns, the yearly rent or sum of one hundred pounds, of lawful money*

money of *Great Britain*, clear of all deductions whatsoever, by quarterly payments, on the four most usual feasts or days of payment in the year, that is to say, on *Christmas-day*, *Lady-day*, *Mid-summer-day*, and *Michaelsmas-day* in each year, by even and equal portions, the first payment thereof to begin and be made on *Christmas-day* now next ensuing the date hereof; *And the* Covenant to pay *said James Joyce for himself, his heirs, executors, administrators, and assigns, doth covenant, promise and agree to and with the said Martha Meekins and her assigns, by these presents, that is to say, that he the said James Joyce, his heirs, executors, administrators, or assigns, or some or one of them, shall and will, yearly, and every year, during the said term, if she the said Martha Meekins shall so long live, well and truly pay or cause to be paid unto the said Martha Meekins or her assigns, the said yearly rent or sum of one hundred pounds of lawful money of *Great Britain*, on the several days and times, and in manner hereinbefore limited and appointed for payment thereof, according to the reservation aforesaid, and the true intent and meaning of these presents, without making any deduction or abatement out of the same or any part thereof, for or in respect of any taxes, assessments or other charges, matters, or things whatsoever, ordinary or extraordinary, charged or to be charged upon the said premises, or any part thereof,* free from de-
ductions.

Original Precedents

*Proviso, of re-
entry on non-
payment.*

Provided always, and the said James Joyce for himself, his heirs, executors, administrators, and assigns, doth covenant and grant to and with the said Martha Meekins and her assigns, that if it shall happen, that the said yearly rent or sum of one hundred pounds, or any part thereof shall be behind and unpaid, in part or in all, by the space of 21 days next over, or after any of the said feasts or days of payment on which the same ought to be paid as aforesaid (the same being lawfully demanded) that then and from thenceforth, and at all times afterwards it shall and may be lawful to and for the said Martha Meekins or her assigns, into and upon the said premisses hereby demised, and into every part and parcel thereof, to re-enter, and the same to have again, repossess and enjoy in her and their first and former estate, this indenture or any thing herein to the contrary thereof notwithstanding; And the said Martha Meekins for herself, her executors, administrators, and her assigns, doth covenant, promise, and agree to and with the said James Joyce, his heirs and assigns, by these presents, that he the said James Joyce his heirs, executors, administrators and assigns, paying the said yearly rent of one hundred pounds hereby reserved, shall and lawfully may, peaceably and quietly have, hold, occupy, possess and enjoy the said premisses hereby demised, and every part thereof, for and during the term hereby granted, without the let, suit, trouble,

*Covenant for
peaceable en-
joyment.*

trouble, molestation, or disturbance of the said *Martha Meekins*, or her assigns, or any other person or persons claiming under her, them or any of them. IN WITNESS, &c.

T. W. W.

*A Grant of Annuities by a Parish—approved by
Mr. Fogg.*

No. V.

WHEREAS the vestrymen and parishioners of the parish of St. L. in the county of Middlesex, have lately obtained an act of parliament, intituled "An act for the ascertaining and collecting the poor rates, &c." And whereas the said vestrymen and parishioners, for the more effectually carrying the said act into execution, have erected and built one large building as an addition to their workhouse, and have finished the same for the better and more commodious reception and maintenance of the poor belonging to the said parish. And whereas the obtaining and passing the said act of parliament, the building the said additional workhouse, and furnishing thereof, hath occasioned the said parish to contract a considerable debt. And whereas the vestrymen of the said parish by an order of the vestry, made on — now last past, came to a resolution to borrow the sum of six hundred pounds, in order to discharge the said debt, and to grant an annuity or annuities for life or lives, to such person or persons

A recital of an act of parliament.

The parish have erected an addition to the workhouse,

and thereby contracted a debt.

The vestry have ordered money to be raised by annuities.

persons who should advance the said sum of six hundred pounds; which said order of vestry stands absolutely confirmed by a subsequent order of the vestry of the said parish made on —— now also last past, according to the custom of the vestry of the said parish. *And whereas* the parishioners of the said parish of St. L. are jointly interested with the parishioners of the parish of —— in the several freehold messuages, or tenements hereinafter mentioned, and are well intitled to one equal and undivided moiety or half part of the same. *And whereas* at a vestry held in the vestry-room of the said parish of St. L. on the 12th day of this instant April, several persons appeared and proposed to advance the said sum of six hundred pounds, by way of contribution for the purchase of an annuity in pursuance of the

One of the grantees proposed to advance the money upon having an annuity secured to himself for life, and another to the other grantee.

resolution of the said vestrymen; and *Abel Afsley* of —— proposed advancing the said sum of six hundred pounds, upon receiving for the same an annuity for the term of his natural life of the sum of thirty-one pounds of lawful money of Great Britain, clear of all charges and deductions whatsoever; and upon *Elizabeth Ellis* of ——, widow, a person nominated by the said *Abel Afsley*, also receiving an annuity for the term of her natural life, of the sum of twenty pounds of like lawful money, clear of all charges and deductions whatsoever; whereupon he the said *Abel Afsley* was by the said

said vestrymen declared to be the best bidder for the said annuities. *And whereas* the said *Abel Ashley* hath on the day of the date of these presents, and before the execution hereof, paid unto us the vestrymen of the said parish, whose hands and seals are hereunto set and subscribed, the said sum of six hundred pounds, being the consideration or purchase-money for the said annuities of thirty-one pounds, payable to the said *Abel Ashley* during his natural life, and twenty pounds payable to the said *Elizabeth Ellis* during her natural life hereinafter mentioned; and for the said sum of six hundred pounds we have given our receipt to the said *Abel Ashley*, bearing even date with these presents. Now we — — — — and — — being vestrymen of the said parish appointed and chosen for that purpose by an order of vestry made on — — last past, and confirmed by an order of vestry made on — — last past according to the custom of the vestry of the said parish, and being on the day of the date hereof assembled in the vestry-room of the said parish of *St. L.* in the county of *Middlesex*, for and in consideration of the said sum of six hundred pounds of lawful money of *Great Britain* to us the said vestrymen, paid by the said *Abel Ashley*, *Do* by virtue of these presents, and of the power and authority in and by the said orders of vestry to us for that purpose given, grant, and confirm unto the said *Abel Ashley* and

The vestrymen
therefore grant
two annuities,

payable to the
grantees during
their several
lives,

and his assigns, one annuity or yearly rent charge of 31*l.* of lawful money of Great Britain, to be paid to him or his assigns during his natural life, and do also grant and confirm unto the said *Elizabeth Ellis* one other annuity or yearly rent charge of 20*l.* of lawful money of Great Britain, to be paid to her during her natural life; the said several annuities of 31*l.* and 20*l.* to be issuing, going, and payable out of all that the undivided moiety or half part of all the several messuages or tenements following (that is to say) all those, &c. to have and to hold, perceive, receive, and take the said annuity or rent charge of 31*l.* unto the said *Abel Aſbley* and his assigns from the day of the date of these presents, for and during the term of the natural life of him the said *Abel Aſbley*, clear of all taxes, charges, and deductions whatsoever as aforesaid, and to have and to hold, perceive, receive, and take the said annuity or rent charge of 20*l.* unto the said *Elizabeth Ellis* and her assigns, from the day of the date of these presents, for and during the term of her natural life, free and clear of all taxes, charges, and deductions whatsoever, the said several annuities to be paid at or upon the 25th day of March, the 24th day of June, the 25th day of September, and the 25th day of December, in each and every year by even and equal portions, the first payment thereof to begin and

issuing out of
the moiety of
the ſaid freehold
estate.

Habendum:

The annuities
payable quar-
terly.

and be made to the said *Abel Aſbley* and his assigns, and to the said *Elizabeth Ellis* and her assigns, on the 25th day of *March* now next ensuing the day of the date of these presents, and the said — — — and — — — for themselves and their successors, vestrymen of the said parish of *Saint L.* and for every of them, do covenant, promise, and grant to and with the said *Abel Aſbley* and his assigns that they the said — — — and — — — and their successors, some or one of them shall and will from time to time, and at all and every time and times hereafter well and truly pay or cause to be paid the said several annuities or yearly rent charges of 31*l.* and 20*l.* at the respective days and times, and in manner and form herein before limited and appointed for payment thereof, clear of all charges, taxes, and deductions as aforesaid, and according to the true intent and meaning of these presents, and further that if the said several annuities of 31*l.* and 20*l.* shall happen to be behind and unpaid, in part or in all by the space of twenty days after any of the days before limited for the payment thereof (being lawfully demanded) it shall and may be lawful to and for the said *Abel Aſbley* and his assigns, and the said *Elizabeth Ellis* and her assigns, from time to time to enter into and upon the said several messuages or tenements and premises, or any part thereof, and distrain the moiety or half part of

Covenant from
the vestrymen
to pay the an-
nuities.

Power of distress
given.

Original Precedents

The moiety of
the rents of the
premises to be
always subject
to distress.

Covenant for
further assuran-
ees.

of the yearly rents thereof until all and every the arrears of the said several annuities or other of them respectively, together with all charges attending such distress or distresses shall be fully paid, satisfied, and discharged, and also that the moiety or half part of the rents of the said several messuages or tenements and premises now are and at all times during the natural lives of them the said *Abel Ashley* and *Elizabeth Ellis* respectively, shall remain, continue, and be liable to the distress and distresses of the said *Abel Ashley* and his assigns, and the said *Elizabeth Ellis* and her assigns, as the case shall or may require for and concerning the said several annuities in these presents before mentioned, and the said —— and —— for themselves and their successors vestrymen of the said parish for the time being, do covenant and agree to and with the said *Abel Ashley* and his assigns, that they the said —— and their successors vestrymen of the said parish shall and will from time to time and at all times during the respective lives of them the said *Abel Ashley* and *Elizabeth Ellis*, at the reasonable requests, and at the costs and charges in the law of the said *Abel Ashley* or his assigns, make, acknowledge, and do, or cause to be made, acknowledged, and done all and every such further reasonable and lawful act and acts, thing and things, device and devices in the law whatsoever, for the further more perfect

perfect and better assuring and confirming of the said annuities or yearly rent charges of 31*l.* and 20*l.* to the said *Abel Ashley* and *Elizabeth Ellis*, and their assigns respectively, for and during the term of their several natural lives as aforesaid, according to the true intent and meaning of these presents, as by the said *Abel Ashley* or his assigns, or his or their counsel learned in the law, shall in that behalf be reasonably devised, or advised and required. **IN WITNESS, &c.**

A Grant of an Annuity chargeable upon a Freehold Estate, with a Proviso giving the Grantor Liberty to re purchase upon Notice.

No. VI.

THIS INDENTURE, made, &c. between *John Jukes*, of, &c. of the one part; and *William Wolf*, of the Excise-office, *London*, gentleman, of the other part; WITNESSETH, The considera- tion. that for and in consideration of the sum of two hundred and fifty pounds, of lawful money of *Great Britain*, to the said *John Jukes*, in hand, well and truly paid by the said *William Wolf*, at and before the sealing and delivery of these presents, the receipt whereof the said *John Jukes* doth hereby acknowledge, and thereof The grant. and of and from every part and parcel thereof, doth by these presents acquit, release, and discharge the said *William Wolf*, his executors and administrators, and every of them, he the said *John Jukes*, hath given, granted, and confirmed, and by these presents doth give, grant, and

and confirm unto the said *William Wolf*, one annuity, yearly rent-charge, or annual sum of forty pounds of lawful money of *Great Britain*, to be issuing, going, and payable out of all that messuage or tenement, with the appurtenances, situate on the West side of *Fleet Market*, in the parish of *St. B. London*, now on lease to *John Hamilton*, at the clear yearly rent of ninety guineas, *To have, hold, perceive, receive, take, and enjoy the said annuity, yearly rent-charge, or annual sum of forty pounds, unto the said William Wolf and his assigns, for and during the term of the natural life of the said William Wolf, to be paid quarterly, on the four most usual feasts or days of payment in the year, (that is to say) the feast day of *St. Michael the Archangel*; the Birth of our Lord Christ; the Annunciation of the blessed Virgin *Mary*; and the Nativity of *St. John the Baptist*, by even and equal portions, free and clear of all taxes, charges, impositions, or payments, which now are or hereafter shall or may be taxed, imposed, or charged on the said annuity, yearly rent-charge, or annual sum, messuage, or tenement, or any of them, by act or authority of parliament, or otherwise howsoever, the first payment thereof to begin and be made on the feast day of *St. Michael the Archangel* now next ensuing; And in case the said annuity, yearly rent-charge, or annual sum, or any part thereof shall be behind, in part, or in all, for the space of fourteen days next over, or after any of the said days*

**Habendum
for the life of
the grantee,**

**payable quar-
terly.**

free from taxes.

**Clause of dis-
tress.**

of payment whereon the same ought to be paid as aforesaid, then and at all times after such default shall happen, it shall and may be lawful, to and for the said *William Wolf*, or his assigns, into and upon the said messuage or tenement and premisses, or any part thereof, to enter and distrain for the said annuity, yearly rent-charge, or annual sum and all arrearages thereof, and every distress and distresses in the premisses, or any part thereof to be found, lawfully and quietly to take, lead, drive, carry away, hold, and keep, until all the said annuity, yearly rent-charge, or annual sum, and all arrearages thereof, with all their costs and charges in that behalf to be sustained, shall be fully paid and satisfied, *And* that if every such distress and distresses, shall not from time to time, as any such shall be taken, be redeemed from the said *William Wolf*, or his assigns, within the space of ten days next after the taking thereof, that then it shall and may be lawful to and for the said *William Wolf*, or his assigns, to make sale of all and every such distress and distresses, and thereout to have, take and retain the said annuity, yearly rent-charge, or annual sum, arrearages, costs, and charges. *And* the said *John Jukes*, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and agree, to and with the said *William Wolf*, his executors, administrators, and assigns, and to and with every of them, that he

Power to sell the
distress.

the
Covenant from
the grantor to
pay the annuity.

the said *John Jukes*, his heirs, executors, administrators, or assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *William Wolf*, or his assigns, or some or one of them, the said annuity, yearly rent-charge, or annual sum of forty pounds on the said feasts or days of payment aforesaid, by even and equal portions, and in manner as aforesaid, for and during the term of the natural life of the said *William Wolf*. And the said *John Jukes* for himself, his heirs, executors, and administrators, and for every of them, doth by these presents also covenant, promise, and grant to and with the said *William Wolf*, his executors, administrators, and assigns, and to and with every of them in manner following (that is to say) That he the said *John Jukes*, at the time of the sealing and delivery of these presents is and standeth lawfully

That he is seised of the premises in fee simple.

That the premises shall continue of a certain yearly value during the grantee's life,

and be liable to the distress.

That the premises shall continue of the clear yearly value of ninety pounds of lawful money of Great Britain over and above all charges and reprizes, and shall be and stand chargeable and liable to all and every the distress and distresses of the said *William Wolf*, or his assigns, so often as any occa-

sion of distress shall be given to him or them, according to the true intent and meaning of these presents. *And further*, that the said mes- suages or tenements, and premisses, now are, and during the term of the natural life of the said *William Wolf* shall be, and stand clearly discharged and acquitted, or otherwise suffi- ciently saved and kept harmless, of, and from all and all manner of grants, bargains, sales, titles, troubles, and incumbrances whatsoever; which, contrary to the true intent and meaning of these presents, shall or may bar, avoid, pre- judice, or hinder the said *William Wolf*, or his assigns, to have, take, perceive, receive, levy, distrain for, and enjoy the said annuity, yearly rent-charge, or annual sum of forty pounds, or any part thereof. *And* the said *John Jukes* hath put the said *William Wolf* in full posses- sion and seisin of the said annuity, yearly rent-charge, or annual sum of forty pounds, for and during the term of his natural life in form aforesaid, and in part thereof, and of the said first payment which will be due on the said feast day of St. *Michael* the Archangel next ensu- ing, did, at the sealing and delivery of these presents, pay and deliver unto the said *William Wolf* one shilling of good and lawful money of *Great Britain*. **PROVIDED ALWAYS** never- theless, and it is hereby expressly declared and agreed, by and between the parties to these presents; and it is the true intent and

That the pre-
misses are free
from incum-
brances.

A proviso giving
the grantor li-
berty to repur-
chase upon
notice.

meaning of these presents, that in case the said *John Jukes*, his heirs or assigns, shall at any time hereafter be desirous of repurchasing and extinguishing the said annuity, yearly rent-charge, or annual sum of forty pounds; and shall at or upon any of the days of payment hereinbefore mentioned, give or cause full three months previous notice or warning, in writing, of such his or their intention to be given or left for the said *William Wolf* or his assigns, at his or their most usual or last place of abode: THEN upon payment, at the end of three calendar months after any such notice, by the said *John Jukes*, his heirs or assigns, unto the said *William Wolf* or his assigns, of the full and just sum of two hundred and fifty pounds, together with all arrears which shall or may be then due of the said annuity, yearly rent-charge, or annual sum, and all costs, charges, and expences; the said annuity, yearly rent-charge, or annual sum of forty pounds, and every part thereof shall from thenceforth wholly cease, determine and be no longer payable: and these presents, and every covenant, clause, article, matter, and thing hereinbefore contained, of, for, or concerning the granting and assuring the said annuity, yearly rent-charge, or annual sum of forty pounds, unto the said *William Wolf* and his assigns, for the term of his natural life as aforesaid, shall be utterly null, void, and extinguished, to all intents and purposes

what-

whatsoever; any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

T. W. W.

When an Annuity is granted, according to the Form in folio 94 *, it is sometimes usual to insert the following Power to re-purchase.

AND WHEREAS on the treaty for the purchase of the said annuity, yearly rent-charge, or sum of — it was mutually agreed by and between the said — — and — —, that he the said — — should at any time hereafter, at his own pleasure, be at liberty to re-purchase and *buy up* the said annuity, yearly rent-charge, or annual sum of —, upon giving unto the said — —, his executors, administrators, or assigns, seven days notice in writing, of such his or their intention; and upon paying unto the said — —, his executors, administrators, or assigns, at the end of seven days from the time that such notice shall be given as aforesaid, the full sum of — of lawful money of *Great Britain*, as, and for, the consideration of such re-purchase of the said annuity, together with all arrears that shall be due on the said annuity, up, and until the day of re-purchasing the same. Now THIS INDENTURE FURTHER WITNESSETH, that for effectuating the said recited agreement, and for

* That deed was first settled by Mr. *Duane*, and afterwards at the request of one of the parties laid before Mr. *B*—.

the considerations aforesaid, it is hereby agreed and declared, by and between the parties to these presents, to be the true intent and meaning of these presents, and of the said parties. And the said — — — for himself, his heirs, executors, and administrators, doth hereby covenant, promise, declare, and agree to, and with the said — — — , that in case the said — — — shall, at any time hereafter, be minded and desirous of re-purchasing the said annuity, yearly rent-charge, or sum of — . and of such his or their intention, shall give unto the said — — — , his executors, administrators, or assigns, notice in writing by the space of seven days. That then he the said — — — , his executors, administrators, or assigns, shall, and will, at the end of the said time of which such notice shall be given as aforesaid, on receiving all sum and sums of money whatsoever, which shall be then due for the arrears of the said annuity, up to the day of re-purchasing the same as aforesaid, accept, receive, and take the said sum of — as and in full for the re-purchase of the said annuity, yearly rent-charge, or sum of — hereinbefore granted as aforesaid. And on receipt of the said sum of — and all arrears of the said annuity, yearly rent-charge, or sum of — as aforesaid, shall and will at the proper costs and charges in the law of him the said — — — , deliver up the said bond for securing the

the said annuity to the said — — —, his executors, administrators, or assigns, to be cancelled, and acknowledge, or cause satisfaction to be acknowledged on the record of the said judgment, that shall be entered up by virtue of the said recited warrant of attorney: and then and in such case, the said annuity, yearly rent-charge, or sum of —, and the powers and remedies hereby given for recovering the same and enforcing the payment thereof; and the covenant and agreement herein contained for payment thereof, shall cease, determine, and be void to all intents and purposes, any thing herein contained to the contrary thereof, in any wise notwithstanding.

Case in respect to Annuities.

Whether a Grant and Demise for Ninety-nine Years, with Judgment in Ejectment, besides a Bond with Judgment thereon, is sufficient to secure the Payment of an Annuity, where prior Annuities have been granted and secured by Bonds and Judgments.

J. D. in order to raise money from time to time to answer his occasion, has sold many annuities for his own life, amounting in all to a considerable sum; for securing the payment of which, he has given his bonds with judgments in debt in the common form.

13

J. D.

Original Precedents

J. D. being under forty years of age, and tenant for life of an estate in value more than twice the amount of the annuities he has granted, is desirous of selling another annuity of four hundred pounds *per annum*, for six years purchase; and for the more effectually securing the same to a purchaser, *J. D.* is willing to charge the same upon a competent part of his estate; by a grant thereout, with a demise for ninety-nine years, if he so long lives, and also to give a judgment in ejectment, the same being stayed till default is made in payment of the annuity, besides a bond with a judgment in debt in the usual form.

J. D. has a considerable yearly income independent of what arises from his estate.

B. M. is in treaty with *J. D.* for the purchase of the said annuity of four hundred pounds, but not being satisfied with respect to the proposed securities; your opinion is therefore desired on his behalf, Whether, if default should be made in payment of the annuity, and possession should be taken of the estate charged with it under the ejectment, the said *B. M.* would not have a right to hold such possession against all the prior annuitants, supposing they should sue out writs of *elegit* upon their judgments; and upon the whole, is not the security proposed to be given *B. M.* for the said annuity of four hundred pound a good and effectual one?

ANSWER.

I suppose that the annuities heretofore granted by *J. D.* are not expressly charged on

on any part of his real estates, and that the same are secured only by the bonds executed and the judgments confessed by him: a judgment creditor is not a purchaser of, nor has any particular right to the land; he has only a lien on the land, and he may never take out an *elegit*, but sue out an execution against the body, goods, and chattels of the *conuictor* of the judgment. Besides, if he should take out an *elegit*, he can extend only a moiety of the land.

I am therefore of opinion, that if *J. D.* grants a rent-charge during his life, to be issuing out of the estates of which he is seized, with the usual powers of entering, distraining, and taking the rents, issues, and profits, in case of non-payment thereof, or of any part thereof, and a term of ninety-nine years, if the said *J. D.* shall so long live, is limited to a trustee or trustees, for the better securing the payment thereof, and he confesses a judgment in ejectment, with a stay of execution till default shall be made in payment of the rent-charge to be granted, or some part thereof, and a conditional receiver of the rents, issues, and profits, of the said estates is appointed; the rent-charge so to be granted will be effectually secured, notwithstanding the annuities heretofore granted, and the bonds executed, and the judgments confessed by the said *J. D.*

V. 2 P. Wms.
49¹, 49².

Lincoln's Inn,
Sept. 28, 1773.

MAT. DUANZ.

Appointments.

No. I.

*A Deed of Appointment whereby the Wife in pur-
suance of a Power to her reserved in a Deed of
Settlement, doth, with the Husband's concur-
rence, appoint Part of the settl'd Monies, to
the Use of the Trustee in the Original Settlement,
in Consideration of his having advanced a like
Sum of Money for the Use of the Wife's Son by
a former Husband.*

A marriage set-
tlement recited,

THIS Indenture, &c. made between *Alex-
ander Allan of Old-street* in the parish of
St. Luke, in the county of *Middlesex*, and *Mary*
his wife of the one part; and *Edward Brooks* of
Golden lane in the said parish of *St. Luke*, brewer,
of the other part. *Whereas* by indenture tri-
partite, bearing date the 25th day of *September*,
in the year of our *Lord* 1767, and made or
mentioned to be made between the said *Mary*
by the name and addition of *Mary Elkins* of
Old-street aforesaid, of the first part; the said
Alexander Allan by the name and addition of
Alexander Allan of Chiswell-street, in the same
parish, maltster, of the second part; and the
said *Edward Brooks* of the third part, *Reciting*,
that the mayor, commonalty, and citizens of
London, governors of the house of the poor
commonly called *St. Bartholomew's Hospital*,
near *West Smithfield, London*, by indenture under
their common seal, bearing date on or about
the 30th day of *October*, which was in the year
of

of our Lord 1735, Did for the considerations therein mentioned, demise to *William Biggs* all those their two messuages or tenements then lately held by one *John Haynes* a tallow chandler, situate and being in *Old-street* aforesaid, together with the ground whereon the same did stand, and the yard and ground behind the same, together with all erections and buildings then or thenafter to be erected and built on the said piece or parcel of ground, with the appurtenances, *To hold unto the said William Biggs, his executors, administrators, and assigns, from Michaelmas then next, for the term of sixty-one years, at the yearly rent of six pounds, which said lease and premisses, by several mesne assignments or otherwise, became vested in the said Mary (then Mary Elkins).* And further reciting, that a marriage was intended to be had and solemnized between the said *Alexander Allan* and the said *Mary* (then *Mary Elkins*). It is witnessed, that the said *Mary* (then *Mary Elkins*) in consideration of the said intended marriage, and in pursuance of an agreement therein mentioned, by and with the said *Alexander Allan*, her intended husband, did assign and transfer unto the said *Edward Brooks*, all that the aforesaid piece or parcel of ground, and three messuages or tenements thereon erected, with the appurtenances, *to hold unto the said Edward Brooks, his executors, administrators, and assigns, from thenceforth*

whereby certain
lands and pre-
misses were as-
signed to a
trustee

in trust for the
wife for life;

remainder to
the husband for
life;

remainder to
such person or
persons as the
wife should ap-
point.

forth for and during the residue of the said term of sixty-one years, *in trust* for the said *Mary*, (then *Mary Elkins*) her executors, administrators, and assigns, until the said intended marriage should take effect; and from and after the solemnization thereof, *upon trust*, that the said *Edward Brooks*, his executors, administrators, and assigns, should from time to time pay the said yearly rents, issues, and produce of all the said leasehold premisses, unto the said *Mary* (then *Mary Elkins*) for as many years of the said term of sixty-one years as she the said *Mary* (then *Mary Elkins*) should happen to live, *being intended to be* for her own separate use and benefit; and that the receipt or receipts of the said *Mary* (then *Mary Elkins*) should be a sufficient discharge to the said *Edward Brooks*, his executors, administrators, and assigns, or other person or persons of whom she should receive the same. *And upon further trust*, that the said *Edward Brooks*, his executors, administrators, and assigns, should, after the decease of the said *Mary*, (then *Mary Elkins*) convey and assign the said leasehold premisses, or otherwise pay and dispose of the rents, issues, and profits thereof, for all the residue and remainder of the said term of sixty-one years, unto such person and persons, and to such uses, intents, and purposes, as she the said *Mary* (then *Mary Elkins*), whether covert or sole, and notwithstanding her coverture by any deed or deeds

deeds in writing, by her signed, sealed, and declared, in the presence of two or more credible witnesses, or by her last will and testament duly executed in the presence of the like number of witnesses, should direct, limit, or appoint; and for want of such direction, limitation, and appointment, then to the use and benefit of the executors, or administrators of the said *Mary* (then *Mary Elkins*). *And whereas*, by indenture bearing date on or about the 10th day of January, which was in the year of our Lord 1769, and made, or mentioned to be made, between the said *Edward Brooks* of the one part, and the said *Alexander Allan* and *Mary* his wife of the other part, reciting to the effect herein before recited: and also that the said *Edward Brooks*, by the direction of the said *Alexander Allan* and *Mary* his wife, had sold and assigned the said leasehold premisses for the residue of the said term of sixty-one years, to *Henry Thornbill* of *Darley* in the county of *Derby*, Esq for the sum of five hundred and twenty-five pounds; but previous thereto it was agreed between the said parties thereto, that the said purchase money should be paid to the said *Edward Brooks*, and by him and in his name be invested in government securities, and that the same and the interest and dividends thereof should go to and be paid as the said leasehold premisses, and the rents and profits thereof, in and by the first recited indenture,

A recital of an assignment whereby the said premisses were sold and assigned to a purchaser,

and that the monies arising from such sale were invested in 3 per cent. consolidated bank annuities, in the name of the trustee, subject to the same trusts as in the recited settlement.

Original Precedents

ture, are directed to be assigned and paid, and that the said *Edward Brooks* had that day by and with the consent and direction as well of the said *Alexander Allan* as of the said *Mary* his wife, testified as therein is mentioned, purchased in his own name five hundred ninety-four pounds one shilling and three pence three *per cent.* consolidated bank annuities for the sum of five hundred twenty-five pounds aforesaid, and the same stock or annuities were transferred to him accordingly. It is by the said last recited indenture witnessed, that the said stock or annuities were so purchased by and vested in him the said *Edward Brooks*, in trust, that the said *Edward Brooks*, his executors, administrators, and assigns, should from time to time pay the interest, dividends, and proceeds thereof, unto the said *Mary*, the wife of the said *Alexander Allan*, for, and during the term of her natural life, it being thereby declared to be for her own separate use and benefit, and that the receipt and receipts of the said *Mary*, the wife of the said *Alexander Allan*, should be a sufficient discharge to the said *Edward Brooks*, his executors, administrators, or assigns, or of any other person or persons, of whom she should receive the same; and upon further trust that the said *Edward Brooks*, his executors, administrators, and assigns, should after the decease of the said *Mary*, (the wife of the said *Alexander Allan*,) assign and transfer the

the said stock or annuity, and all interest attending the same, unto such person and persons, and to such uses, intents, and purposes as she the said *Mary*, the wife of the said *Alexander Allan*, whether covert or sole, and notwithstanding her coverture by any deed or deeds in writing by her signed, sealed, and delivered in the presence of two or more credible witnesses, or by her last will and testament in writing, duly executed in the presence of the like number of witnesses, should direct, limit, or appoint, and for want of such direction, limitation, or appointment, then to the use and benefit of the executors or administrators of the said *Mary*, the wife of the said *Alexander Allan*. And whereas by deed poll bearing date the twenty-third day of *December*, which was in the year of our Lord — under the hands and seals of the said *Edward Brooks*, the said *Alexander Allan* and *Mary* his wife, and *Samuel Sowly*, of *Whitecross Street*, in the said parish of *St. Luke*, undertaker, reciting to the effect hereinbefore recited. And that the said *Alexander Allan* and *Mary* his wife, had applied to the said *Edward Brooks*, and requested him to permit the said *Samuel Sowly* to be joint trustee for the purposes mentioned in the said last recited indenture, to which the said *Edward Brooks* did thereby consent, and that the said *Alexander Allan* and *Mary* his wife, by virtue of the consent of the said *Edward Brooks* had

A recital of a
deed poll, where-
by another
trustee was ad-
ded to the first,
with the con-
sent of all par-
ties.

had nominated and appointed the said *Samuel Sowly* to be a trustee with the said *Edward Brooks*, for the purposes therein mentioned; and that the said *Edward Brooks*, had on or before the day of the date of the said deed-poll, (by the direction and appointment of the said *Alexander Allan* and *Mary* his wife, testified as therein mentioned) caused the said five hundred ninety four pounds one shilling and three pence, three *per cent.* consolidated bank annuities, to be transferred unto him the said *Edward Brooks*, and the said *Samuel Sowly*, and that the same was then standing in the joint names of them the said *Edward Brooks* and *Samuel Sowly*, in the books for such purpose, at the bank of *England*: It is by the said deed poll witnessed, and it was thereby covenanted, concluded, and agreed by and between the said *Edward Brooks* and *Samuel Sowly*, that the said sum of five hundred ninety-four pounds one shilling and three-pence, three *per cent.* consolidated bank annuities therein mentioned to be transferred unto, and standing in the names of them the said *Edward Brooks* and *Samuel Sowly*, were so transferred, and that they the said *Edward Brooks* and *Samuel Sowly*, their several and respective executors and administrators, should stand and be possessed thereof, and of the dividends, interests, and profits thereof; upon the trust, and to and for the uses, intents, and purposes expressed or declared, in and by the said last in part recited indenture

indenture of and concerning the same, and to and for no other use, intent, or purpose whatsoever, as in and by the said several in part recited indentures and deed poll, relation being thereunto respectively had, may more fully and at large appear. *And whereas* the said *Samuel Sowly* is lately dead. *And whereas* the said *Mary* hath now only one son living, namely — by — her former husband. And the said *Mary* being desirous of raising the sum of — pounds for his advancement in the world, hath therefore applied to the said *Edward Brooks* for that purpose, who hath agreed to advance the said sum of — pounds on having a sum equal in value limited and appointed to him out of the said sum of five hundred ninety-four pounds one shilling and three pence, three per cent. consolidated bank annuities, in manner hereinafter mentioned, Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of — pounds of good and lawful money of Great Britain, to the said *Alexander Allan* and *Mary* his wife, or one of them, in hand, well and truly paid by the said *Edward Brooks*, at or before the sealing and delivery of these presents, the payment and receipt of which said sum of — pounds the said *Alexander Allan* and *Mary* his wife, do hereby acknowledge, and thereof, and of every part thereof, do acquit, release, and discharge the said *Edward Brooks*,

A recital that
the wife had for
the advance-
ment of a son
by a former
husband, applied
to one of the
trustees to raise
a sum of money,
who had agreed
to advance the
same, on having
an equal sum
appointed to
him out of the
settled monies,
Would it be pro-
per to make the
son a party?
No occasion if
money paid on
executing this
deed to Mrs. A.
for the use of her
son and a re-
ceipt indorsed.

Original Precedents

Brooks, his executors, and administrators, by these presents, she the said *Mary Allan*, in pursuance and by virtue of the power given or reserved to her, in and by the said recited indenture of the tenth day of *January* one thousand seven hundred and sixty-nine, and of all other powers and authorities whatsoever, her thereunto enabling, hath nominated, directed, limited, declared, and appointed, and by these presents sealed and delivered by her the said *Mary*, in the presence of two credible persons whose names are intended to be hereupon indorsed, as witnesses attesting the same, doth (by and with the consent and approbation of the said *Alexander Allan*, testified by his being a party to and signing and sealing of these presents) nominate, direct, limit, declare, and appoint the sum of — part of the aforesaid sum of five hundred ninety-four pounds one shilling and three pence, three *per cent.* consolidated bank annuities, and all the interest, dividends, and produce of the same sum of — — unto and to the only proper use and benefit of the said *Edward Brooks*, his executors, administrators or assigns, absolutely for ever, and to and for no other use, intent, or purpose whatsoever. IN WITNESS, &c.

The appointment by the wife,

with the husband's concurrence

of part of the settled monies to the use of the trustee.

Approved by Mr. ***** now one of his majesty's counsel.

*An Appointment of a new Trustee in the Place of
one deceased, with a Declaration of trust.*

No. II.

WHEREAS a marriage was soon after the execution of the within written indenture, had and solemnized between the within named *Arthur Aid* and *Sarah Field*, and the within named *John Jukes*, one of the trustees therein named is since dead, whereupon the said *Arthur Aid* and *Sarah* his wife, in pursuance and performance of the power and authority within given and reserved to them for that purpose, have nominated and appointed, and by these presents do nominate and appoint *Joseph Jones*, of *Holywell Street*, in the parish of *St. Clement Danes*, in the county of *Middlesex*, woollen-draper, to be a new trustee, for the purposes within mentioned, in the place of the said deceased trustee, *And whereas* the within named *Charles Careful*, the surviving trustee, hath on or before the day of the date hereof, (with the consent and approbation of the said *Arthur Aid* and *Sarah* his wife, testified by their executing these presents), caused the within mentioned sum of ten thousand pounds, three per cent. consolidated bank annuities, to be transferred unto him the said *Charles Careful*, and the said *Joseph Jones*; and the same is now standing in the joint names of them the said *Charles Careful* and *Joseph Jones*;

The marriage
recited, and also
the death of
a trustee.

The nomination
and appoint-
ment of a new
trustee.

A recital that
the bank an-
nuities men-
tioned in the set-
tlement were
with the consent
of the husband
and wife trans-
ferred into the
names of the
new trustees.

Original Precedents

The declaration
that the bank
annuities were
so transferred
upon the trusts
and for the pur-
poses mentioned
in the marriage
settlement.

Jones, in the proper books kept for such purpose, at the Bank of *England*; Now THEREFORE WITNESS THESE PRESENTS, That it is hereby covenanted, concluded, and agreed, by and between the said *Arthur Ail* and *Sarah* his wife, and the said *Charles Careful* and *Joseph Jones*, that the said sum of ten thousand pounds, three *per cent.* consolidated bank annuities before mentioned, to be transferred unto and standing in the names of the said *Charles Careful* and *Joseph Jones*, were and are so transferred unto them, and that they the said *Charles Careful* and *Joseph Jones*, their executors and administrators, shall and will stand and be possessed thereof, and of the dividends, interest, and profits thereof, upon the trusts, and to and for the ends, intents, and purposes within mentioned, expressed or declared, of and concerning the same, and to and for no other use, intent, or purpose whatsoever.
IN WITNESS, &c.

T. W. W.

No. III.

An Appointment of Executors in the room of deceased ones.—Approved by Mr. Booth.

TO ALL TO WHOM these presents shall come, we *Ambrose Ailes*, of, &c. and *Barnaby Bray*, of, &c. send greeting (here recite the will and the deaths of the executors) Now KNOW YE that we the said *Ambrose Ailes* and *Barnaby Bray*, surviving executors of the last will and testament

testament of the said *Thomas Watkins*, do and each and every of us doth, pursuant to the power and authority, directions, and appointments in and by the said will, of the said *Thomas Watkins* in that behalf mentioned and contained, as far as in us lieth, and we lawfully may, by these presents, choose, nominate, and appoint *Charles Carey*, of, &c. and *Edwin Eell* of, &c. to be executors of the will of the said *Thomas Watkins*, in the room, stead, and place of the abovenamed *R. S.* and *W. W.* deceased, to act in conjunction with us the said *Ambrose Ailes* and *Barnaby Bray* in all matters and things relating to the said executorship. And we the said *Ambrose Ailes* and *Barnaby Bray*, do and each and every of us doth hereby give and appoint unto the said *Charles Carey* and *Edwin Eell*, all the power and authority which we may, can, or ought to give and commit by virtue of the will of the said *Thomas Watkins*, to any person or persons in the room and stead of the said *R. S.* and *W. W.* as they the said *R. S.* and *W. W.* were two of the executors of the last will and testament of the said *Thomas Watkins*, together with the allowance mentioned in the said will, for their and each of their the said *Charles Carey* and *Edwin Eell*, their trouble and care in acting in the execution of the said will, for so long time as they the said *Charles Carey* and *Edwin Eell*, or either of them shall act therein. IN WITNESS, &c.

The appoint-
ment of new
executors.

A power given
to them to act.

Cases in respect to Appointments.

No. I. *Whether Lands appointed to the Husband in Fee-Simple by a Wife, are chargeable with the Payment of an Annuity, which the Wife in pursuance of a Power had given to a Person.*

BY indenture between *Henry Longbottom* and *Hannah* his wife, of the one part; and *Richard Clarke*, of the other part; it is recited as follows, whereas the said *Hannah*, by a certain writing or deed poll, bearing date herewith, (in pursuance of the power and authority in her, by virtue of an indenture quinquepartite, dated seventh October 17— between the said *Hannah*, then *Hannah Taylor*, widow, relict, executrix, devisee, and residuary legatee of *Dowcett Taylor* of the first part; the said *Henry Longbottom* of the second part; *Samuel Bourne* and *William Eeles*, third part; *Sir Strange Jocelyne*, bart. the said *Richard Clarke* and *John Gerrard* fourth part; and *Henry Lukin* fifth part;) hath published, nominated, declared, and appointed, in case the said *Henry Longbottom* shall survive her, that from and after her death, all the freehold messuages, lands, tenements, and hereditaments in the same indenture mentioned, shall be to the use of the said *Henry Longbottom*, his heirs and assigns for ever; and that likewise all the

copy-

copyhold messuages, lands, and tenements in the same indenture mentioned, in case the said *Henry Longbottom* shall survive her, shall be surrendered to the use of the said *Henry Longbottom*, his heirs and assigns for ever, as by the said writing or deed poll may appear; And whereas the said *Henry Longbottom* did agree, that the said *Hannah* should and might give and dispose unto diverse persons her relations and friends respectively, in the writing or schedule (before the sealing and delivery thereof,) indorsed upon the said indenture named, the several sums of money, jewels, and other things in the said writing or schedule specified and mentioned under such conditions and provisoies, and in such manner as in the said writing or schedule is mentioned, and that the said *Henry Longbottom* would covenant to pay and dispose the same accordingly, then it is witnessed, that the said *Hannah* doth thereby give and dispose unto the several persons in the said writing or schedule named, the several and respective sums of money, jewels, and other things therein specified and mentioned, under such conditions and provisoies, and in such manner as therein is mentioned; and in pursuance of the said agreement, the said *Henry Longbottom*, for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said *Richard Clarke*, his executors and administrators, by the same indenture,

ture, that he the said *Henry Longbottom*, his executors or administrators, shall and will pay and dispose unto the several persons, in the said writing or schedule named, the several and respective sums of money, jewels, and other things therein specified and mentioned, under such conditions and provisoies, and in such manner as is therein mentioned.

The writing or schedule, whereof mention is made in the said indenture.

The said *Hannah*, wife of the said *Henry Longbottom*, her gift, and disposal, unto the several persons hereunder named, in manner following, *viz.* (and among others)

“ Unto the said *Richard Clarke*, his executors
 “ and administrators, after the death of the
 “ said *Hannah*, twenty pounds yearly, to be
 “ paid at four quarterly payments, by
 “ equal portions, during the life of *Eliz-
 “ abeth Lukin*, in trust, for her the said
 “ *Elizabetb*, in case the said *Hannah*, her
 “ sister, shall die without issue living at
 “ her death.”

Soon after executing the above indenture, the said *Hannah*, wife of the said *Henry Longbottom*, died without issue, and he continued in possession of the free and copyhold estates pursuant to the said recited deed poll, and paid the said annuity unto the said *Elizabeth Lukin* (amongst others) till his death, which hap-

happened in *March 17*—; and his nephew and heir at law, Mr. *James Longbottom*, has been ever since in possession thereof, and has likewise taken administration to his uncle (he dying intestate) and continued the payment of the said annuity ever since, but never could have the sight of the above deed, and no copy of it till some time after his uncle's death, and did not receive personal estates of intestate sufficient to pay the same.

Qu. Therefore if the estate so settled by the deed poll, is liable to pay this annuity, or can Mrs. *Lukin* oblige Mr. *James Longbottom*, either in law or equity, to pay the same during her life, notwithstanding he has paid it ever since the death of his uncle, as he has no personal assets of his said uncle to pay the same with.

Mr. *Henry Longbottom* by the marriage settlement made at his marriage with Mrs. *Taylor*, his late wife, seems to have received considerable advantages from his lady, by her appointment of her lands to him in fee-simple, and he recites that he had agreed that she should have the privilege or power of making several gifts to her relations, specified in a schedule, wrote upon this deed, and that he had agreed that he would covenant to pay the same, and

in pursuance of this agreement he does actually covenant to pay the same, and this covenant being for himself, his heirs, executors, and administrators, I think that his real as well as his personal assets will be affected by it, and that Mr. James Longbottom so long as he has any real assets which descended from his uncle to him, will be obliged to pay this annuity.

R. WILBRAHAM.

No. II.

Whether Trustees may, for the better security of a Feme Covert, assign to other Trustees according to her Appointment, the Husband being a present Trustee and willing.

JOHN Jones, Esq. the day after the marriage of his only daughter, with Walter Winks, esq. gave her the following note:

“ July 19, 1758.

“ I promise to allow my daughter Hannah Winks one exchequer annuity of thirty pounds a year, of which she is the nominee, during her life, for her sole and separate use, not subject to any controul of her husband.

“ John Jones.”

Mr. Jones, during his life, always paid said annuity as received to his daughter, but never assigned the same to trustees for her separate use.

Mr.

Mr. Jones is lately dead, and by his will of 8th June 1773. this date, gave the residue of his personal estate to his son *John Jones* for life, and after his decease to his grandson *Walter Winks*; and in case of his decease under age, to his granddaughter *Elizabeth Winks*; and in case of her decease under age, to the heirs at law of said *Walter* and *Elizabeth Winks*; and by a codicil to his will appointed his son *John Jones*, and his son-in-law, *Walter Winks*, executors thereof, who have duly proved the same in the prerogative court of *Canterbury*. Mr. *Jones*, who has solely acted in the said executorship, is willing to join with Mr. *Winks*, the other executor, in assigning the said annuity for Mrs. *Winks*'s separate use, if he can do it with safety. Your opinion is therefore desired, Whether the executors can safely assign the said annuity to such trustees as they and Mrs. *Winks*, or any and which of them, shall appoint, for her separate use; or how otherwise would you advise them to act in this affair?

ANS. Mr. *Jones* and Mr. *Winks* are trustees for Mrs. *Winks* in this exchequer annuity, which, by the note of the 19th July 1758, was declared to be held in trust for her separate use during her life. As Mr. *Winks* may survive Mr. *Jones*, and would not be a proper trustee for his wife; I think it would be very right to assign the exchequer annuity to other trustees,

or

or to one other trustee jointly with themselves, and there can be no hazard in so doing.

ALEX. WEDDERBURN.

Affgments.

Affgments of Goods, Money, and the like.

No. I.

An Affgment of a reversionary Interest in South Sea Annuities, and of a Leasehold Estate.

A marriage settlement recited whereby certain leasehold premises

THIS Indenture, &c. betweeen *Charles Clarke*, one of the lieutenants of his majesty's navy, of the one part; and the reverend *Thomas Brooks* of *D.* in the county of *Kent*, clerk, of the other part: *Wheras* by indenture tripartite, bearing date on or about the 10th day of *July 17—*, made between *Edmond Clarke* of the *Inner Temple, London*, esq. of the first part; *Charles Collins* of *London*, merchant, and *Anne Collins*, spinster, one of his daughters, of the second part; and *Mary Mears*, of *London*, spinster, and *Thomas Clarke*, of *S.* in the county of *Essex*, esq. of the third part: *Reciting*, that the dean and chapter of the cathedral church of *St. Paul* in *London*, by their indenture of lease, bearing date the first day of *August 17—*, did demise unto *Edmond Clarke*, late of *London*, merchant, deceased, *All that their capital messuage, manor-house, or scite of their manor of B.* in the county of *Essex*,

Essex, and the rectory or parsonage of *B.* aforesaid; together with all demesne lands, glebe-lands, tithes, hereditaments, and appurtenances whatsoever thereto belonging. *And also* all those two farms, with the appurtenances, called *Clare-downs*, and ox-pasture, part of the said manor of *B.* aforesaid (except as in the said lease is excepted), *To hold* to the said *Edmond Clarke*, deceased, his executors, administrators, and assigns, from the making thereof for the full term of twenty-one years, at and under the several yearly rents of thirty-six pounds and fifteen pounds, payable as therein mentioned. *And also* reciting, that the rector and churchwardens of the parish of *St. James, Garlick Hill, London*, with two parishioners of the said parish, and *Edmond Wymundisall*, of the same parish, vintner, and *John Hoyle*, of the same parish, scrivener, by their indenture of lease bearing date the 10th day of *July 17*—, did demise unto *Richard Downes*, of *Stockwell* in the county of *Surrey*, esq. All those tofts, pieces or parcels of ground, and so much of a vault as lies under the said tofts, with the foundations, rooms, and materials thereof, situate in the said parish of *St. James, Garlick Hill*, then late in the occupation of *James Holley*, taylor, *Henry Morton*, and *James Harlow*, containing the dimensions therein mentioned, *To hold* unto the said *Richard Downes*, his executors, administrators, and assigns, from *Mid-*

summer-

summer-day 17—, for the full term of one hundred and nine years, at and under the yearly rent of eight pounds, payable as therin is expressed. *And further reciting*, that the estate and interest of the said *Edmond Clarke*, deceased, and *Richard Downes*, respectively, of and in the said indentures of lease and premisses, thereby respectively demised, was then vested in the said *Edmond Clarke* party thereto; and that a marriage was then intended to be had and solemnized between the said *Edmond Clarke* and *Anne Collins*, parties thereto, and which was soon afterwards had and solemnized. The said *Edmond Clarke* in consideration of the said marriage, and for other the considerations therein mentioned, did assign and set over unto the said *Mary Mears* and *Thomas Clarke*, All and singular the premisses demised by the said indentures of lease, and all his estate and interest therein, *To hold* unto the said *Mary Mears* and *Thomas Clarke*, their executors, administrators, and assigns, from thenceforth for all the then residue of the said several terms of twenty-one years, and one hundred and nine years, by the said indentures of lease respectively granted. *In trust* nevertheless, from time to time, from and after the solemnization of the said intended marriage, by and out of the rents and profits of the said premisses in *Essex*, to renew the lease granted thereof by the said dean and chapter, for such longer or other terms

were assigned to
trustees upon
divers trusts.

terms and number of years as the said trustees should think fit, and to permit the rest of the rents and profits of the said premises in *Essex*; and also all the rents and profits of the said premises in *London*, to be received and enjoyed by the said *Edmond Clarke*, for so long time as he should happen to live, and after his decease, to permit and suffer the same to be received and enjoyed by the said *Anne Collins*, during so long time as she should happen to live after the decease of her said intended husband, in bar of dower, and after the decease of the survivor of them the said *Edmond Clarke* and *Anne* his intended wife, then upon trust, to assign and convey the said premises in *Essex*, to such child or children of the said intended marriage, in such proportions, and for such interest and estates as the said *Edmond Clarke*, by any deed or writing under his hand and seal, testified by two or more witnesses, or by his last will and testament in writing, by him signed and sealed in the presence of three or more witnesses, should appoint; and for want of such appointment, then, to and amongst all and every the child and children of the said *Edmond Clarke*, on the body of his said intended wife lawfully to be begotten, who should be living at the decease of the survivor of them the said *Edmond Clarke* and *Anne* his intended wife, equally to be divided amongst them share and share alike, and to the

the executors, administrators, and assigns, of such child or children, *And* in case the said *Edmond Clarke* should have two or more children, by his said intended wife, living at the time of his, and his said intended wife's decease, then upon trust, to assign and convey the said premises, in *London*, unto, and amongst such two or more children, to be equally divided between them, share and share alike, and to the executors, administrators, and assigns, of such two or more children, as in and by the said indenture, relation being thereunto had may appear; *And whereas* the said recited indenture of lease of the premises in *Essex*, hath been from time to time renewed for the purposes aforesaid, so that there is now in being, a lease bearing date the second day of *February 17*—, granted of the said premises, by the said dean and chapter, to *Thomas Clarke*, of *Swakely*, in the county of *Middlesex*, clerk, for the term of twenty-one years from the date thereof, under the several yearly rents of thirty-six pounds and fifteen pounds payable as therein mentioned; *And whereas* *Rebecca Collins*, late of *Putney*, in the said county of *Surry*, widow, deceased, by her last will and testament in writing, bearing date on or about the seventeenth day of *April 17*—, did give and bequeath unto *John Collins*, *Samuel Collins*, *Collet Mawhood*, and *Elizabeth Collins*, her executors during life afterwards to divide the same among her children.

A will recited
whereby a per-
son gave to trust-
tees 2500l. up-
on trust to in-
vest the same
in government
securities, and
to pay the in-
terest to the
wife, named in
the said settle-
ment during life afterwards to divide the same among her children.

cutors

executors therein after named, the sum of two thousand five hundred pounds, upon trust, to invest the same in government or other securities, in their joint names, and to pay the interest and profits thereof unto her daughter, the said *Anne*, the wife of the said *Edmond Clarke*, during her life, and after her decease to divide the same equally amongst *such* of her children as should survive her, as by the said will, with five codicils thereto duly proved by all the said executors, in the prerogative court of *Canterbury*, the seventh day of *August* 17—, relation being thereunto had, may appear; *And whereas* the said two thousand five hundred pounds trust money, is now invested in two thousand four hundred twenty-seven pounds fifteen shillings and eight pence, *Old South Sea annuities*, which are standing in the names of *Sir John Collins*, knight, *Samuel Collins*, esquire, and *Elizabeth Collins*, spinster; *And whereas* the said *Edmund Clarke* had six children by his said wife, who are all living, namely, *Rebecca*, the wife of *Henry Doe*, of *Ipswich*, in the county of *Suffolk*, esquire; *Charlotte*, the wife of the said *Thomas Brooks* party hereto; *Jane*, the wife of *Nicholas Knowles*, of *Orsett*, in the said county of *Essex*, clerk; *Frances Clarke*, of *Swakeley* aforesaid, spinster; the said *Charles Clarke*, party hereto; and *Thomas Clarke*, of *Hendon*, in the said county of *Middlesex*, clerk; *And whereas* the said *Edmond Clarke*

The 2500 l. in-
vested in 2427 l.
15 s. 8d. Old
South Sea an-
nuities.

Six children by
the marriage of
whom the af-
fignor is one.

The husband
departed
died without
making any ap-

pointment of
the premises,
but the widow
is still living,

A deed poll re-
cited, whereby
the six children
declared them
selves to be re-
spectively in
titled to a sixth
part of the lease-
hold premises
and also to a
sixth part of
the 2500l.

departed this life, without making any ap-
pointment of the said premises in *Essex*, amongst
his children, pursuant to the power reserved
to him by the said indenture tripartite, and
his widow is still living; *And whereas* by deed
poll bearing date the 24th day of *March* 1763,
reciting amongst other things, that until the
decease of the said *Anne*, the widow of the said
Edmond Clarke, it was uncertain what share,
as well of the securities, purchased with the
two thousand five hundred pounds, given by
the will of the said *Rebecca Collins*, deceased,
as of the said leasehold premises comprised in
the aforesaid indenture tripartite, each of her
said six children would respectively be inti-
tled unto, it was thereby mutually covenanted,
declared, and agreed by and between the said
Henry Doe and *Rebecca* his wife, *Charlotte*
the wife of the said *Thomas Brooks* (then
Charlotte Clarke, spinster) *Nicholas Knowles* and
Jane his wife, *Frances Clarke*, *Charles Clarke*,
and *Thomas Clarke*, that each of them the six
children of the said *Edmond* and *Anne Clarke*,
should from thenceforth be intitled to one
sixth part or share as well of the securities
purchased with the said two thousand five hun-
dred pounds trust money, as of the said lease-
hold premises comprised in the aforesaid in-
denture tripartite, and have the disposal thereof
in as full, ample and beneficial manner as if the
said *Anne Clarke*, their mother was then dead,
and that the person or persons in whose name

or names the securities purchased with the said two thousand five hundred pounds trust money stood, and the said trustees of the said leasehold premisses comprised in the said indenture tripartite, should stand severally and respectively possessed of one sixth part of the same, to and for the use and behoof of each of the said six children of the said *Edmund* and *Ann Clarke*, their respective executors, administrators, and assigns, as in and by the said deed poll, executed by the said *Charlotte* the wife of the said *Thomas Brooks*, *Nicholas Knowles* and *Jane* his wife, *Frances Clarke*, *Charles Clarke*, and *Thomas Clarke*, relation being thereto had, may appear; And whereas the said *Thomas Brooks* hath agreed with the said *Charles Clarke*, for the purchase of his contingent interest in the said two thousand four hundred twenty-seven pounds fifteen shillings and eight-pence, Old South-sea annuities, and the said leasehold premisses by the said recited indenture tripartite, assigned to the said *Mary Mears*, and *Thomas Clarke* as aforesaid, and is to give him for the same, one hundred pounds in money, and an annuity of fifteen pounds a year, payable during the life of the said *Charles Clarke*: Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one hundred pounds of lawful money of Great Britain, by the said *Thomas Brooks*, to the said *Charles Clarke*, in hand, at and before the sealing and delivery of these presents,

The assignor
hath agreed to
sell his share, in
consideration of
100 l. and an
annuity of 15 l.
a-year, being
secured to him.

The considera-
tion.

The assignment.

well and truly paid; the receipt whereof, he the said *Charles Clarke* doth hereby acknowlege, and thereof and of and from every part thereof, acquit, release, and for ever discharge the said *Thomas Brooks*, his executors, administrators and assigns by these presents, and in consideration that the said *Thomas Brooks* hath by his bond or obligation, bearing even date herewith, secured to the said *Charles Clarke* during his life, one annuity or yearly sum of fifteen pounds, to be paid into his own proper hands, he the said *Charles Clarke* hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said *Thomas Brooks*,

The premisses.

all that the part, share, and proportion of and in the said two thousand four hundred twenty-seven pounds fifteen shillings Old *South-sea* annuities, and of and in the said leasehold premisses, by the said recited indenture of the tenth day of *July 17*—, assigned to the said *Mary Mears*, and *Thomas Clarke* as aforesaid, which the said *Charles Clarke* shall or may become intitled unto upon the decease of the said *Ann Clarke*, his mother or otherwise howsoever; and all the right, title, interest,

General words.

equity, benefit, claim, and demand whatsoever, of him the said *Charles Clarke*, of, in, and to the same, *To have, hold, perceive, receive, take, and enjoy the said hereby assigned premisses, and every part thereof unto the said *Thomas Brooks*, his executors, administrators, and assigns, to*

Habendum.

his and their own use, absolutely for ever ;
And the better to enable the said *Thomas Brooks*
his executors, administrators, and assigns, to
have and receive the same, he the said *Charles*
Clarke, doth hereby make, ordain, constitute,
and appoint the said *Thomas Brooks*, his execu-
tors, administrators, and assigns, his true and
lawful attorney and attorneys, for and in the
name of him the said *Charles Clarke*, or other-
wise, but for the sole use and benefit of him
the said *Thomas Brooks*, his executors, admini-
strators, and assigns, to ask, demand, and re-
ceive, of and from the trustees or trustee for
the time being, in whom the said trust premisses
are or shall become severally vested, all such
part, share, and proportion of the same premisses
respectively, as the said *Charles Clarke* shall or
may become intitled unto, upon the decease
of his said mother, and to give receipts or
other effectual discharges for the same, and to
use, take, and prosecute, every or any lawful
or equitable method, course, or expedient for
the recovering and receiving the same, in as
full, ample, and beneficial manner, to all in-
tents and purposes, as he the said *Charles*
Clarke, might or could do in case these pre-
misses had not been made ; And the said *Charles*
Clarke for himself, his heirs, executors, and
administrators, doth covenant, promise, and
agree, to and with the said *Thomas Brooks*,
his executors, and administrators, by these

Power of at-
torney given to
the assignee to
take and receive
the assignor's
share.

presents that he the said *Charles Clarke* hath not at any time heretofore, made, done, committed, or suffered any act, matter, or thing whatsoever, whereby or by means whereof the said contingent interest in the said two thousand four hundred twenty-seven pounds fifteen shillings and eight-pence Old South-sea annuities and leasehold premisses, hereby assigned or intended to be assigned, or any part thereof, shall or may be released, extinguished, impeached, charged, or incumbered, in any manner of wise; *And* that he the said *Charles Clarke*, his executors, or administrators, shall not nor will revoke the power or authority hereby given, but shall and will at any time or times hereafter, at the request, costs, and charges of the said *Thomas Brooks*, his executors, administrators or assigns, make, do, execute, or cause, and procure to be made, done, and executed, any further or other lawful and reasonable acts, conveyances, and assurances in the law whatsoever, for the further and better assigning and assuring of the said premisses unto the said *Thomas Brooks*, his executors, administrators, or assigns, as by the said *Thomas Brooks*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advised and required. IN WITNESS, &c.

Covenant that
the assignor has
done no act to
incumber.

That he will
not revoke the
power given
but execute fur-
ther assurances.

I approve of this draught,
W. RIVET.

An Assignment and Release of a Share of the Residue of the Testator's personal Estate from one Executor to another.—Settled by Mr. FILMER.

No. II.

THIS Indenture, &c. between *Sarab Lee*,
of, &c. of the one part, and *Peter Lee*, A will recited.
of, &c. of the other part; Whereas (here recite
the will) and did nominate and appoint his said
wife *Sarab* and his two sons, *Peter* and *John Lee*,
executors of his said will, as by the said will,
relation being thereunto had will more fully ap-
pear. And whereas the said *Peter Lee* solely acted
in the said executorship, and paid all the said
testator's debts, and the said *Sarab Lee* her said
legacy of eight hundred pounds, and all other
legacies given by said testator's will; and the
said *Sarab Lee* hath retained in her hands all
the silver plate, &c. given her by the said tes-
tator's will as aforesaid. And whereas the re-
sidue of the said testator's estate consists chief-
ly in debts beyond sea, and in damaged and
old fashioned gold and silver stuffs, which
debts in all probability will not be got in with-
out great length of time (if at all), nor can the
goods be disposed of without great loss: And
whereas in order to make an end of the said exe-
cutorship account, he, the said *Peter Lee*, hath
agreed with the said *Sarab Lee* for the purchase
of her third part, or share, of the residue of the
said testator's estate, given her by the said tes-
tator's will as aforesaid, at and for the sum of —.

All the testator's
debts paid.The remainder
of testator's es-
tate consists of
dubious debts,
which the assignee
hath agreed
to purchase.

L 3

Now

The considera-
tion.

The assignment
of the share of
the testator's
personal estate.

A power of at-
torney given by
the assignor to
the assignee to
collect and re-
cover the debts,
&c.

NOW THIS INDENTURE WITNESSETH, that the said *Sarah Lee* for the consideration aforesaid, and for and in consideration of the said sum of — of law-
ful money of *Great Britain*, to her in hand, at or before the sealing and delivery of these presents by the said *Peter Lee*, well and truly paid, the receipt whereof she, the said *Sarah Lee*, doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release, and discharge the said *Peter Lee*, his executors, administrators, and assigns, by these presents; hath granted, assigned, and released, and by these presents doth grant, assign, and release, unto the said *Peter Lee*, his executors, administrators, and assigns, *all* her third part, or share of, and in the rest and residue of the estate of the said *Peter Lee* deceased, given and bequeathed to her by the said recited will as aforesaid, *To have and to hold* the said third part, or share, of the residue of the estate of the said *Peter Lee*, deceased, hereby assigned and released, or mentioned, or intended so to be, unto the said *Peter Lee*, his executors, administrators, and assigns, to be by him and them had, held, received, and enjoyed, to his and their only proper use and benefit, without any account to be given to the said *Sarah Lee*, her executors or administrators, for the same. AND the better to enable the said *Peter Lee*, his executors, administrators, or assigns, to get in and receive the debts still remaining,

due

due and owing to the said testator's estate, she, the said *Sarab Lee*, hath made ordained, constituted and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Peter Lee*, his executors, administrators, and assigns; her true and lawful attorney and attorneys, irrevocable in her name and stead, or in the name, and to and for the proper use and behoof of him the said *Peter Lee*, his executors, administrators, or assigns, or in her name jointly with the said *Peter Lee* and *John Lee*, or the survivor of them, to ask, demand, receive, and take of and from all and every person and persons any ways indebted to the estate of the said *Peter Lee* deceased, all and every debt and debts, sum and sums of money, so by them respectively due and owing; and in default of payment thereof, or of any part thereof, to sue for and recover the same; and upon the recovery or receipt thereof, or any part thereof, or any other end, composition, or agreement made, of or concerning the premisses, to make and execute any lawful release or discharge for the same: and further, to do all and every other act and acts, thing and things whatsoever, which shall be requisite or needful in or about the premisses, for obtaining thereof in as full, large, ample, and beneficial manner and form, to all intents and purposes whatsoever, as she, the said *Sarab Lee*, might or could do in her proper person, if these pre-

sents had not been made. *And also* for him the said *Peter Lee*, his executors, administrators, or assigns, to detain and keep to his and their own proper use and benefit, all such sum and sums of money so to be had, received, or recovered as aforesaid, without any account to be given or rendered unto her the said *Sarah Lee*, her executors, administrators, or assigns, for or concerning the same; she, the said *Sarah Lee*, giving, and by these presents granting, unto the said *Peter Lee*, his executors, administrators, or assigns, her full and absolute power in the premisses, and hereby ratifying and confirming all and whatsoever the said *Peter Lee*, his executors, administrators, or assigns, shall lawfully do, or cause to be done, in and about the same premisses, as fully and effectually, to all intents and purposes, as if she, the said *Sarah Lee*, were present and did the same herself. *And* the said *Sarah Lee*, doth hereby for herself, executors and administrators, and for every of them, covenant, promise, and grant to and with the said *Peter Lee*, his executors, administrators, and assigns, and every of them by these presents, that she, the said *Sarah Lee*, her executors or administrators, or any of them, unless it be at the request of the said *Peter Lee*, his executors, administrators, or assigns, or some or one of them, shall not nor will at any time hereafter release, discharge, vacate, or make void, the said debt and debts, sum or sums of money

A covenant not to discharge any debt he by assignd and released, or any proceedings to be commenced for recovery thereof, or hinder the assignee from receiving the premisses, nor make void the letter of attorney.

money hereby assigned and released, to him the said *Peter Lee* as aforesaid, or any part thereof, or any proceedings to be had or commenced for the recovery of the same, or do any act or thing whatsoever, whereby to defeat, or any ways impede or hinder the said *Peter Lee* of or from all, or any lawful proceedings, and taking all and singular the benefit and advantage thereof, for the recovering and receiving all and singular the said debt and debts, sum and sums of money hereby assigned and released to him the said *Peter Lee* as aforesaid, or mentioned or intended so to be, according to the true intent and meaning of these presents. *And that neither the said Sarah Lee nor her executors or administrators, shall or will at any time hereafter revoke, or in any wise make void this present letter of attorney or any of the powers herein and hereby granted. And further, that she the said Sarah Lee, her executors and administrators shall, and will, from time to time, and at all times hereafter, at the reasonable request, and at the proper costs and charges of him, the said *Peter Lee*, his executors, administrators, or assigns, make, do, and execute, such further and other lawful and reasonable act and acts, thing and things, for the better assigning, releasing, recovering or obtaining, all and singular the said hereby assigned, and released, or mentioned, or intended to be assigned and released premisses, unto him the said *Peter Lee* in manner aforesaid, as by the said*

A covenant for
further assur-
ance.

Original Precedents

said *Peter Lee*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required. *And the said Peter Lee*, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree to and with the said *Sarah Lee*, her executors and administrators, that he, the said *Peter Lee*, his heirs, executors, and administrators, shall, and will, at all times hereafter, indemnify, defend, and save harmless, the said *Sarah Lee*, her heirs, executors, and administrators, of and from all costs, charges, losses, damages, and expences, which she or they shall or may sustain, or be put unto, for or by reason or means of any action or actions, suit or suits, that shall or may be brought or commenced against any person or persons whatsoever, debtors to the estate of the said *Peter Lee* deceased, by virtue of these presents. IN WITNESS, &c.

The assignee
covenants to in-
demnify the
assignor.

NO. III. *An assignment of a Share of the residuary Part
of a personal Estate.—Settled by Mr. RIVET.*

A will recited.

TO ALL TO WHOM THESE PRESENTS SHALL COME, *George Pugh* of, &c. sendeth greeting. Whereas *David Pugh*, late of, &c. deceased, by his last will and testament in writing, in the French language, bearing date on or about the —— day of —— 17— after the several legacies therein mentioned, and his funeral and lawful debts were paid,

“ did

did declare his mind and will to be, that all the rest and residue of his estates should be placed out by his executors, upon some government securities, in trust, to pay the dividends and interest to his daughter *Sarab Small*, wife of *John Small*, during her natural life, upon her own private receipt, without the intervention of her husband, and after her decease, his said executors should transfer by equal portions, the stocks in which the said rest and residue of his estate should have been placed, to the children which his said daughter *Sarab* should leave at the time of his death, at their respective ages of twenty-one years, the dividends and interest of the said stocks, in the mean time to be paid and laid out for their respective maintenances and education, and in case his said daughter should die without leaving any children, or if she leave any, and such issue should happen to die before they attained the age of twenty-one years, then he willed that after the death of his said daughter, she dying without issue, his estate should go to the children of his cousin *Arthur Pugh*, who should be out of France in a protestant country, and of his said will, did nominate *John Pugh* and *James Law*, executors, as in and by the said will duly proved by the said executors in the proper ecclesiastical court, relation being thereto had may appear; *And whereas* the said executors, have

paid

The executors
have placed the
testator's estate
upon govern-
ment securities.

paid the debts, legacies, and funeral expences of the said testator, and have placed the residue of the said testator's estate in government securities, upon the trusts in the said recited will. *And whereas* the said *Sarah Small* hath one child now living; and the said testator's cousin, *Arthur Pugh*, hath four children living, *viz.* the said *George Pugh* and two other sons and one daughter now residing in *France*; *And whereas* the said *John Small*, husband of the said *Sarah*, hath agreed with the said *George Pugh* to purchase of him the part and share of the residue of the said testator's personal estate so directed to be put out at interest as aforesaid, which will be coming due to him in case of the decease of the said *Sarah* without issue, or of the decease of such issue before the age of twenty-one years, at and for the sum of —. Now KNOW YE, that the said *George Pugh*, for and in consideration of the said sum of — of lawful money of *Great Britain*, to him in hand, at or before the sealing and delivery of these presents by the said *John Small* well and truly paid, the receipt whereof he the said *George Pugh* doth hereby acknowledge, and himself therewith fully satisfied and contented, hath bargained, sold, and assigned, and by these presents doth freely, clearly, and absolutely, bargain sell, and assign, unto the said *John Small*, his executors, administrators, and assigns, *All such part, share, and proportion of the residuary part of the personal*

Certain persons
intitled under
the will.

The assignee
hath agreed to
purchase the as-
signor's share.

The considera-
tion.

The assignment.

“ estate

estate of the said *David Pugh* deceased, directed by his said recited will to be placed out at interest, by his executors on government securities as aforesaid, as shall at any time or times hereafter become due to him the said *George Pugh*, by or upon the decease of the said *Sarah*, wife of the said *John Small*, without issue, or by or upon the decease of such issue before the age of twenty-one years, or otherwise howsoever. *And all the right, title, interest, equity, benefit, claim, and demand whatsoever, of him the said George Pugh, of, in, or to the same, To have, hold, receive, perceive, take, and enjoy the said premisses, and every part thereof, unto the said John Small, his executors, administrators, and assigns, to his and their own proper use and behoof for ever.* *AND the better to enable the said John Small, his executors, administrators, and assigns, to have and receive the same in case the said contingency shall happen, he the said George Pugh doth hereby make, ordain, constitute, and appoint the said John Small, his executors, administrators, and assigns, his true and lawful attorney and attorneys, irrevocable, in the name of him the said George Pugh, or in his or their own name or names, and to his and their own proper use, to ask, demand, sue for, recover, and receive of and from the said John Pugh and *James Law*, and the survivor of them, and the executors and administrators of such survivor, and all and every other person and persons liable to the*

Habendum.

A power given
to the assignee,
by the assignor,
to receive the
share from the
executors.

payment thereof, all such sum and sums of money as shall become due to him, the said *George Pugh*, by the said recited will, in case of the decease of the said *Sarah* without issue, or by the decease of such issue before the age of twenty-one years; and upon receipt thereof, or of any part thereof, acquittances, or other discharges for him and in his name, or in his or their own name or names to make and give, and for non-payment to sue and prosecute for the same, as he or they shall be advised, giving, and hereby granting to the said *John Small* his executors and administrators, full power and authority, in the premisses, to act and do therein as fully, to all intents and purposes, as he the said *George Pugh* might or could do if these presents had never been made. And the said *George Pugh* for himself, his executors, administrators, and assigns, doth covenant and agree to and with the said *John Small*, his executors, administrators, and assigns, by these presents in manner and form following (that is to say), That he, the said *George Pugh*, hath not at any time heretofore made, done, committed, or suffered, any act, matter, or thing, acts, matter or things whatsoever, whereby or wherewith, or by means or occasion whereof the said contingent interest in the residuary part of the said testator's estate hereby assigned, or intended to be assigned, or any part thereof, is, are, shall, or may be released, extinguished, impeached, charged,

or

Covenant that
the assignor hath
not released his
share.

or incumbered, in any manner of wise. *And* also, that he, the said *George Pugh*, his executors and administrators, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the law, of the said *John Small*, his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assizing and assuring the said premisses to the said *John Small*, his executors, administrators, and assigns, as by the said *John Small*, his executors, administrators, and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. IN WITNESS, &c.

For further assurances.

The attorney must sign the name of his constitutor thus;

*George Pugh by
John Bourquet.*

Memorandum,—That *John Bourquet* of, &c. pursuant to and by virtue of a letter of attorney, and power to him made and given by the within named *George Pugh*, did, in the name of the said *George Pugh*, sign and seal, and as the act and deed of him the said, *George Pugh*, deliver the within written deed-poll in the presence of us.

An

No. IV. *An Assignment of a Leasehold Estate, from the Administratrix de bonis non of a Trustee (to whom the Premises were conveyed by an Insolvent Person, after his Marriage, in Trust for his Wife and Children,) with the Consent of the Children, and his Creditors who had filed a Bill in Chancery for Sale of the said Estate, towards Payment of their Debts, to a Purchaser—Settled by Mr. HARPUR.*

THIS Indenture quinquepartite, &c. between *Francis North, of, &c.*; and *Charlotte his wife, late Charlottee Bull, spinster, administratrix of the goods, chattels, and credits of John Bull, late of, &c.* her late father deceased, with his will annexed, and also administratrix of the goods, chattels, and credits of *Frederick Ing, late of, &c.* deceased, with his will annexed, unadministred by *Mary Ing deceased, who was the relict, sole executrix, and residuary legatee named in the will of the said Frederick Ing, of the first part; George Crook, of, &c.* and *Mary his wife, and George Green, of, &c.* and *Elizabeth his wife, (which said Charlotte North, Mary Crook, and Elizabeth Green, together with Samuel Bull, hereinafter named, are the only children of the said John Bull, by Elizabeth his late wife, also deceased, of the second part; Richard May, of, &c.* of the

the third part; *J. M.* and *R. H.* of, &c. weavers, and partners, &c. (here insert all the names of the parties in the bill) creditors of the said *John Bull*, of the fourth part; and *Charles Morris* of, &c. of the fifth part; *Whereas* by indenture, &c. (here recite a lease, *And whereas*, &c. (here recite another lease) *And whereas* by one indenture bearing date, &c. made between the said *John Bull* and *Elizabeth* his wife (since deceased) of the one part; and the said *Frederick Ing* of the other part; reciting to the effect hereinbefore recited, and also reciting that all and singular the said premisses, in and by the said two recited indentures of lease granted, were by divers mesne assignments then legally come to, and vested in the said *John Bull*, for and during the remainder of the said terms in the said recited indentures of lease mentioned, he the said *John Bull*, for and in consideration of the love and affection which he had and bore unto the said *Elizabeth*, his wife, and also unto *Jane Bull*, *Mary Bull*, *Elizabeth Bull*, and *Charlotte Bull*, children of the said *John Bull* and *Elizabeth* his wife, and in order to make some provision for the said *Elizabeth* his wife, for her separate use during the life of the said *John Bull*, and also after his death, in pursuance and performance of certain promises and agreements, made by the said *John Bull*, to and with the said *Elizabeth* his wife, and for

Leases recited.

A settlement made subsequent to marriage recited, whereby the husband settled the household premisses upon his wife and children.

other considerations therein mentioned, did bargain, sell, assign, transfer, and set over unto the said *Frederick Ing*, his executors, administrators, and assigns, all those, &c. together with the said recited indentures of lease and the assignment of the same, and all other deeds, &c. and all the estate, &c. to hold unto the said *Frederick Ing*, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said two several terms of years in and by the said two recited indentures of lease demised, then to come and unexpired, in as full and ample manner and form as he the said *John Bull* might or could have, hold, or enjoy the same, upon trust, that the said *Frederick Ing*, his executors, administrators, and assigns, should permit and suffer the said *Elizabeth*, the wife of the said *John Bull*, to have, receive, and take all the rents, issues, and profits, of all and singular the said premisses thereby assigned or intended so to be (after payment of the ground rent, and other incidental charges) during so long of the said respective terms as she should happen to live, to and for her sole and separate use and benefit, and not to be subject or liable to the controul, debts, or forfeitures of her said husband, and from and after her decease, then in trust, that the said *Frederick Ing*, his executors, administrators, and assigns, should assign and convey all and singular the said premisses, and every

every part and parcel thereof, with their and every of their appurtenances, for the benefit of the said *Sarah Bull, Mary Bull, Elizabeth Bull, and Charlotte Bull*, children of them the said *John Bull* and *Elizabeth his wife*, and the survivor of them as should be living at the time of the decease of the said *Elizabeth Bull*, wife of the said *John Bull*, and to the children of such of them as should then be dead, to hold the same during the residue of the said terms, as should be then to come and unexpired, as tenants in common and not as joint-tenants, as in and by the said last recited indenture, &c. And whereas the said *Frederick Ing* afterwards died, having first made his last will and testament in writing, bearing date on or about the — and thereof made his wife, *Mary Ing*, sole executrix, who duly proved the same in the Prerogative Court of Canterbury, and took upon herself the burthen and execution thereof; And whereas the said *Elizabeth Bull*, wife of the said *John Bull*, died on or about — And whereas by indenture tripartite, bearing date, &c. made between the said *Mary Ing*, by the description of *Mary Ing*, of, &c. of the first part; the said *Samuel Bull*, by the description of *Samuel Bull*, of, &c. of the second part; and the said *Richard May*, party hereto, of the third part; reciting to the effect hereinbefore recited, and further reciting that the said *Richard May* had

M 2

agreed

The trustee
died leaving a
wife sole ex-
ecutrix of his
will.

The wife of the
husband who
settled the pre-
misses, dead.

A son of the marriage with the executrix of the trustee aforesigned his share in the premisses to a party hereto.

agreed with the said *Samuel Bull*, for the absolute purchase of his fourth part or share, of, in and to the said messuages, &c. The said *Mary Ing*, by the consent and direction of the said *Samuel Bull*, and in consideration of five shillings, did bargain, sell, assign, transfer, and set over, and the said *Samuel Bull* in consideration of seventy-five pounds, did ratify and confirm unto the said *Richard May*, his executors, administrators, and assigns, one fourth undivided part (the whole, in four equal parts, being divided) of the said messuage, &c.

To hold unto the said Richard May, his executors, &c. And whereas the said *Mary Ing* died on or about the month of — 17 — intestate, and administration of the goods, chattels and credits of the said *Mary Ing*, was duly granted by the Prerogative Court of Canterbury, to the said *John Bull*, deceased, her second cousin and next of kin. And whereas the said *John Bull* died on or about — — — having first made his last will and testament in writing, and thereof appointed the said *Elizabeth*, his wife, and one *I. K.* executors, who both dying in the life-time of the said *John Bull*, administration of the goods, chattels, and credits of the said *John Bull*, with his will annexed, was duly granted by the Prerogative Court of Canterbury, to the said *Charlotte Bull*, his daughter, now the wife of the said *Francis North*, party hereto; And

The executrix of the trustee died, and administration was committed to the person who settled the premisses.

The husband who settled, died, and administration with the will annexed was committed to a party hereto, who likewise had the administration, *de bonis non* of the trustee.

whereas

whereas administration of the goods, chattels, and credits of the said *Frederick Ing*, unadministered by the said *Mary Ing*, with his will annexed, hath been duly granted by the said Prerogative Court of *Canterbury*, to the said *Charlotte North*; And whereas the said *J. M.* and *R. H.*, &c. parties hereto, in or about *Hilary Term*, which was in the year ——, on behalf of themselves and the rest of the creditors of the said *John Bu'l*, who should come in and contribute to the expence of the said suit, preferred their bill in his majesty's high court of *Chancery*, against the said *Charlotte North*, then *Charlotte Bull*, spinster, *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, *Samuel Bull*, and *Richard May*, that they might come to an account for the personal estate of the said *John Bull*, and for the rents and profits of the leasehold estates of the said *John Bull*, and that the complainants might be paid and satisfied their demands thereout, in case the same should be sufficient for that purpose, but in case the same should not be sufficient for the purpose, that the said indenture of the — day of — might be declared fraudulent and void, as against the complainants, and the other creditors of the said *John Bull* (being a voluntary settlement made by the said *John Bull*, on his wife and children, long after his intermarriage with his said wife) and that the said messuages,

A bill filed by
creditors to set
aside the set-
tlement as
fraudulent.

Ec. and premisses in the said indenture of the
 _____ day of _____ 17—, comprised, might
 be sold and disposed of to the best purchasor or
 purchasors that could be got for the same;
 and that all proper parties might be decreed
 to join in such sale, and that out of the monies
 arising thereby, the complainants might be
 paid and satisfied their demands; to which said
 bill the said *Charlotte North* (then *Charlotte*
Bull,) *George Crook* and *Mary* his wife, *George*
Green and *Elizabeth* his wife, *Samuel Bull* and
Richard May, severally put in their answers,
 and the said *Charlotte Bull*, by her said an-
 swer, admitted that the said indenture of the
 _____ day of _____ 17—, was a volun-
 tary settlement made by the said *John Bull*
 on his said wife and children, after his inter-
 marriage with his said wife, and submitted
 to the judgment of the court, whether the
 leasehold premisses assigned to the said *Fre-*
derick Ing, in trust as aforesaid, by the said
 indenture were liable to the payment of the
 debts of the said *John Bull*, and the said *George*
Crook and *Mary* his wife, *George Green* and
Elizabeth his wife, *Samuel Bull* and *Richard*
May, by their said answers, severally disclaim-
 ed all right and interest they could or might
 have or claim in and to the said premisses,
 comprised in the said indenture of the _____
 day of _____ 17—, or to any part of the
 rents and profits thereof, under the said in-
 denture

Answer filed.

denture or otherwise howsoever, and the said *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, and *Richard May*, thereby severally submitted to join in any sale of the said premisses as the court should direct, being indemnified, as in and by the said bill and answers, remaining of record in the High Court of Chancery, relation being thereunto had, may appear; And whereas the said *Francis North* and *Charlotte* his wife, *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, and *Richard May* being satisfied that the personal estate of the said *John Bull*, including the leasehold premisses assigned by the said *John Bull*, to the said *Frederick Ing*, by the said indenture of the — day of — 17 —, in trust as aforesaid, will not be sufficient to pay and satisfy the plaintiffs, and the rest of the creditors of the said *John Bull*, their several demands, have therefore to save further expence, agreed that the said messuages, &c. in the said indenture comprised should be sold, and the monies arising thereby, applied towards payment of the plaintiffs and the other creditors of the said *John Bull*, their respective debts, so far as the same will extend, and the same have been agreed to be sold accordingly to the said *Charles Morris*, party hereto, at and for the sum of — being the most and best price that could be got for the same: Now THIS INDENTURE WITNESSETH

The children
consent to give
up the premisses
for the benefit
of the creditors.

that in pursuance of the said agreement, and for and in consideration of the sum of — of lawful money of *Great Britain*, to the said *Francis North* and *Charlotte* his wife, in hand paid, before the execution of these presents by the said *Charles Morris* (being the purchase money aforesaid) at the request of the said *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, *Richard May*, *J. M.* and *R. H. &c.* (*here insert the names of the rest of the creditors, parties to the bill*) to be by them paid and divided, to and amongst them the said *J. M.* and *R. H. &c.* and the rest of the creditors of the said *John Bull*, in proportion to and towards satisfaction of their respective debts, and also in consideration of five shillings a-piece, of like money to them the said *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, in hand also paid by the said *Charles Morris* the receipt of which said several sums, they the said *Francis North* and *Charlotte* his wife, *George Crook* and *Mary* his wife, and *George Green* and *Elizabeth* his wife, do hereby respectively acknowledge and thereof acquit, release, and for ever discharge the said *Charles Morris*. They the said *Francis North* and *Charlotte* his wife, (at the request, and by the direction and appointment of the said *George Crook* and *Mary* his wife, *George Green* and *Elizabeth* his wife, *J. M.* and *R. H. &c.* testified by their being parties to, and

and sealing and delivering these presents) have bargained, sold, assigned, transferred, and set over, and by these presents do bargain, sell, assign, transfer, and set over, and the said *George Crook and Mary his wife, George Green and Elizabeth his wife*, do and each and every of them doth hereby ratify and confirm unto the said *Charles Morris*, the said two several recited indentures of lease, and all assignments of the same, and also three undivided fourths or quarter parts (the whole into four equal parts being divided) of, and in all those three messuages, &c. and all and singular other the premisses in and by the said two recited indentures of lease, demised to the said — and by the said recited indenture of the — day of *May 17* —, assigned to the said *Frederick Ing* as aforesaid, or mentioned or intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, trust, benefit, claim, or demand whatsoever, legal or equitable, of them the said *Francis North and Charlotte his wife, George Crook, and Mary his wife, and George Green and Elizabeth his wife*, *To have and to hold* the said recited indentures of lease and assignment of the same, and three undivided fourths or quarter parts of the said messuages, or tenements, and premisses hereby assigned or intended so to be, with their and every of their appurtenances, unto the said *Charles Morris*, his executors, administrators, and assigns, from henceforth

for

The assignment.

Habendum.

An assignment
from the per-
son who had
purchased the
son's share.

Habendum.

for and during all the rest, residue, and remainder of the said several terms of sixty years and an half, and sixty years and an half by the said recited indentures of lease, respectively granted and therein yet to come and unexpired, subject nevertheless to the rents and covenants in the said recited indentures of lease mentioned and contained; AND THIS INDENTURE FURTHER WITNESSETH, that the said *Richard May*, for the consideration aforesaid, and also in consideration of five shillings, to him in hand, paid by the said *Charles Morris*, the receipt whereof he the said *Richard May* doth hereby acknowledge, hath bargained, sold, assigned, transferred and set over, and by these presents doth (at the request and by the appointment of the said *J. M.* and *R. H.* &c. testified as above, is mentioned,) bargain, sell, assign, transfer, and set over unto the said *Charles Morris*, the undivided fourth or quarter part, of, and in the aforesaid three messuages, &c. assigned to him by the said *Mary Ing*, by the said recited tripartite indenture of assignment of the — or mentioned, or intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, trust, benefit, claim, and demand whatsoever, legal or equitable, of him the said *Richard May*; *To have and to hold* the said undivided fourth or quarter part of the said messuages, hereby assigned or intended

intended so to be, with their and every of their appurtenances, unto the said *Charles Morris*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the several terms of sixty years and an half, and sixty years and an half by the said recited indentures of lease respectively granted, and therein yet to come and unexpired, subject nevertheless to the rents and covenants in the said recited indentures of lease mentioned and contained. *And* the said *Francis North* for himself, and the said *Charlotte* his wife, his heirs, executors, and administrators; and the said *George Crook* for himself, and the said *Mary* his wife, his heirs, executors, and administrators; and the said *George Green* for himself, and the said *Elizabeth* his wife, his heirs, executors, and administrators; and the said *Richard May* for himself, his heirs, executors, and administrators; do severally and respectively, and not the one for the other, or for the heirs, executors, or administrators of the other, covenant and agree to and with the said *Charles Morris*, his executors, administrators, and assigns, in manner following, (that is to say) That for and notwithstanding any act, matter, or thing, done or committed, or wittingly or willingly suffered by the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and

and *Richard May*, or any or either of them to the contrary, the said recited indentures of lease hereinbefore recited, now at the time of the sealing and delivery of these presents are good and sufficient leases in the law, and stand in full force, not forfeited, surrendered or otherwise determined, or become void or voidable.

A covenant that
the leases are
valid.

And that he the said Charles Morris, his executors, administrators, and assigns, shall, or lawfully may, from time to time, and at all times hereafter, for and during all the residue and remainder of the said several terms of sixty years and an half, and sixty years and an half, in and by the said recited indentures of lease granted yet to come and unexpired, peaceably and quietly have, hold, occupy, possess, and enjoy the said messuages or tenements and premises, hereby assigned or intended so to be, with their, and every of their, appurtenances; and receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own proper use and benefit, without any lawful let, suit, trouble, interruption, claim, or demand, of or by the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and *Richard May*, their, or any, or either of their executors or administrators, or any other person or persons, having, or lawfully claiming, or to claim any estate, right, title, or interest of, in, or to the same, by, from, under, or in trust for

For peaceable
enjoyment.

for

for them, or any, or either of them. *And that* free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise by the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and *Richard May*, their executors or administrators, and each and every of them, well and sufficiently saved, defended, kept harmless, and indemnified, of from and against all and all manner of former and other gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, and all other estates, titles, charges, and incumbrances whatsoever, had, made, committed, done, or suffered, by them, the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife, or the said *Richard May*, or any person or persons claiming or to claim, by, from, or under them, or any or either of them, (the rents and covenants reserved and contained in the said recited indentures of lease, which from henceforth on the tenants or lessees parts and behalfs shall grow due, or be liable to be paid, done, and performed, only excepted and foreprized). *And moreover*, that they the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and the said *Richard May*, and each, and every of them, their, and each and every of their, executors or administrators, and all and every other

Free from for-
mer incum-
brances.

For further as-
surances.

other person and persons, having or lawfully claiming, or to claim, any estate, right, title, trust, or interest, of, in, to, or out of, the said premisses hereby assigned, or any part thereof, from, by, under, or in trust for them, or any or either of them, shall, and will, from time to time, and at all times hereafter, upon the request and at the proper costs and charges in the law of the said *Charles Morris*, his executors, administrators, and assigns, make, do, and execute, all and ever such further and other lawful and reasonable act and acts, deed and deeds, assignments, conveyances, and assurances in the law whatsoever, for the better, more perfect, and absolute conveying, assigning, and assuring the said premisses, and every of them, and every part and parcel thereof, with the appurtenances, unto the said *Charles Morris*, his executors, administrators, and assigns, for and during all the residue and remainder which shall be then to come and unexpired, of the said several terms of sixty years and an half; and sixty years and an half by the said recited indentures of lease respectively granted, as by the said *Charles Morris*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required. *And lastly*, the said *Charles Morris*, for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and grant, to and with

the

the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and the said *Richard May*, their executors and administrators; that he the said *Charles Morris*, his executors, administrators, or assigns, some or one of them, shall, and will from time to time, and at all times hereafter, for and during the remainder of the said several terms of sixty years and an half, and sixty years and an half now to come and unexpired, well and truly pay the said yearly rents of eight pounds and nine pounds, at the times and in such manner as by the said recited indentures of lease, the same are respectively reserved, and which shall from henceforth grow due, and perform all and every the covenants contained in the said recited indentures of lease, which on the tenants or lessees parts and behalfs, from henceforth respectively, are or ought to be kept and performed. *And also*, shall, and will, from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified the said *Francis North* and *Charlotte* his wife; *George Crook* and *Mary* his wife; *George Green* and *Elizabeth* his wife; and the said *Richard May*, and each, and every of them, their, and each and every of their, executors and administrators, of and from all costs, charges, suits, damages, and expences whatsoever, which they, either or any of them, shall or may bear, pay, sustain, or be put unto, by reason

Covenant from
the assignee to
pay the rents re-
served by the
original leases,
and to perform
the covenants
therein contain-
ed.

And to indem-
nify the assign-
ors therefrom.

reason or means of the non-payment of the said yearly rents of eight pounds and nine pounds, or either of them, or any part of them, or either them, which from thenceforth shall become due and payable, or any future non-observance, or non-performance, of any of the covenants contained in the recited indentures of lease, or either of them. IN WITNESS, &c.

No. V.

An Assignment by Deed-Poll indorsed upon a Deed of Dissolution of Partnership, whereby certain Creditors assign to one of the Partners the Monies left for their Use in the Hands of the other Partner, the first Partner having paid to them the Amount of such Monies.

TO ALL TO WHOM these presents shall come, the within named *William Blower, Edward Higgins, and Mary Coles*, of —, sole executrix of the last will and testament of the within named *Thomas Simkin*, send greeting, *Whereas* since the execution of the within written deed, the within named *Thomas Jenkins* hath paid the said *William Blower, Edward Higgins, and Thomas Simkin*, several sums of money amounting together to the sum of three hundred and five pounds, one shilling and eight pence half-penny, rateably and proportionably in respect of their several debts within mentioned, as by the several receipts hereon indorsed may appear. And the said *Enos Earl* hath since fully

A recital that one partner had paid the creditors, parties hereto, their respective demands.

fully paid the said *William Blower, Edward Higgins, and Thomas Simkin*, the remainder of their respective debts ; whereby the said *Enos Earl* is become intitled to the money remaining unpaid by the said *Thomas Jenkins* to the said *William Blower, Edward Higgins, and Thomas Simkin*, pursuant to the covenant within contained for that purpose, Now THESE PRESENTS WITNESS, That for and in consideration of the several sums of money so paid unto the said *William Blower, Edward Higgins, and Thomas Simkin*, respectively as aforesaid, which the said *William Blower, Edward Higgins, and Mary Coles*, do hereby severally acknowledge and declare to be in full payment, satisfaction, and discharge, of all principal money and interest, due and owing to them on the within recited securities ; and thereof, and of, and from every part thereof, do severally acquit, release, and for ever discharge, the said *Enos Earl*, his heirs, executors, and administrators, by these presents. *And also* for and in consideration of the sum of five shillings a piece, of lawful money of Great Britain, by the said *Enos Earl*, in hand paid to the said *William Blower, Edward Higgins, and Mary Coles*, at or before the execution of these presents, the receipt whereof is hereby also acknowledged. They the said *William Blower, Edward Higgins, and Mary Coles*, have, and every of them hath bargained, sold, assigned, transferred, and set over ; And by these presents

The considera-
tion.

The assignment
of the monies.

presents do, and every of them doth bargain, sell, assign, transfer, and set over unto the said *Enos Earl*, his executors, administrators, and assigns, all that, the several part, share, and proportion, right, title, interest, claim, and demand whatsoever, of them the said *William Blower*, *Edward Higgins*, and *Mary Coles*, as executrix, as aforesaid, of, in, and to all and every the sum and sums of money within agreed to be paid by the said *Thomas Jenkins*, to the said *William Blower*, *Edward Higgins*, and *Thomas Simkin* as aforesaid, now remaining unreceived by them; *To have, hold, perceive, receive, take, and enjoy the said hereby assigned premisses, and every part thereof, unto the said Enos Earl, his executors, administrators, and assigns, to his and their own use absolutely for ever.* And the said *William Blower*, and *Edward Higgins*, each of them separately and apart, for himself, his respective heirs, executors, and administrators, and not jointly, or one of them for the other, or the acts of the other of them, do severally covenant, promise, and agree to and with the said *Enos Earl*, his executors, administrators, and assigns, by these presents, that they the said *William Blower*, and *Edward Higgins* respectively, have not at any time heretofore made, done, committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby, or by reason or means whereof the premisses mentioned, or intended

Covenants from
the assignors
that they have
done no act to
release, &c.

intended to be hereby assigned, or any part thereof is, are, can, shall, or may be released, discharged, impeached or incumbered, in title charge, estate, or otherwise howsoever; *And* the said *Mary Coles* for herself, her heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *Enos Earl*, his executors, administrators, and assigns, that she the said *Mary Coles* or the said *Thomas Simkin*, deceased, respectively, have not at any time heretofore, made, done, committed, or wittingly suffered any act, matter or thing whatsoever, whereby, or by reason or means whereof the premisses mentioned or intended to be hereby assigned, or any part thereof, is, are, can, shall, or may be released, discharged, impeached, or incumbered, in title, charge, estate or otherwise howsoever. **IN**
WITNESS, &c.

I approve of this draft,

W. RIVETT.

An Assignment from the Commissioners in a renewed Commission of Bankrupt, to a new Assignee.

No. VI.

THIS INDENTURE tripartite, &c. between *Thomas Hotchkin*, and *Stephen Soame*, esquires, and *George Hill*, gentleman, of the first part; *John Goddard*, of *Golder's Green*, in the county of *Middlesex*, gentleman,

N 2 of

A commission
of bankrupt
recited.

of the second part; and *John Weston*, of *Hatton Garden, London*, esquire, of the third part; *Whereas* the king's majesty's commission under the great seal of *Great Britain*, bearing date at *Westminster*, the 14th day of *November*, in the twenty-first year of the reign of his late majesty king *George the Second*, grounded upon the several statutes made and now in force concerning bankrupts, some or one of them was awarded and issued against *John Child*, of the parish of *Saint Botolph*, without *Bishopsgate, London*, haberdasher, directed unto *William Freeman, Peter Holford, esquires, Thomas Butler, Charles Scrafe, and John Pye*, gentlemen, thereby giving full power and authority unto them the said commissioners, four or three of them, whereof the said *William Freeman or Peter Holford*, was to be one, to execute the same, as by the said commission, relation being thereunto had may appear: *And whereas* the major part of the said commissioners, in and by the said commission of bankrupt, named and authorised, having begun to put the said commission in execution, upon due examination of witnesses, and other good proof, upon oath, before them had and taken, did find that the said *John Child* had for several years last past, before the date and suing forth of the said commission, used and exercised the trade or business of a haberdasher, and thereby fought and endeavoured to get his

That the com-
missionersthere-
upon found the
party bankrupt.

his living as other persons of the same trade usually do; and that the said *John Child* during the time of such his trade and dealing as aforesaid, did become justly and truly indebted unto *Stanley Goddard*, of *Canon Street, London*, warehouseman, *Henry Eustace*, of *Fenchurch Street, London*, vintner, *Joseph Kirkman*, *John Kirkman*, and *Samuel Kirkman*, of *Friday Street, London*, silkmen and partners, *Jane Coverley*, of *Aldermanbury, London*, widow, and *James Sibbald*, of the *Poultry, London*, silkman, in the sum of two hundred pounds and upwards, and being so indebted he the said *John Child*, did, before the date and suing forth of the commission, in the judgment of the major part of the said commissioners, in and by the said commission named and authorised, become bankrupt to all intents and purposes within the true intent and meaning of the several statutes made, and in force concerning bankrupts, some or one of them, and was by the said commissioners adjudged and declared bankrupt accordingly; *And whereas* at a meeting of the major part of the said commissioners, in and by the said commission, named and authorized, held at *Guildhall, London*, on the first day of *December* one thousand seven hundred and forty-seven, pursuant to notice given in the *London Gazette*, for the choice of an assignee or assignees of the said bankrupt's estate and effects, the aforesaid *Stanley Goddard*, and

The assignees
were chosen.

An assignment
from the com-
missioners re-
cited.

Benjamin Burroughs, of the parish of Saint Leonard, East-cheap, London, warehousemen, (both since deceased) were duly chosen assignees of the said bankrupt's estate and effects, by the major part in value of the creditors of the said bankrupt, who were present at the said meeting, and intitled to vote in such choice; And whereas by indenture bearing date the — day of December, which was in the year of Lord one thousand seven hundred and — and made or mentioned to be made, between the said William Freeman and Peter Holford, esquires, and John Pye, gentleman, of the one part; and the said Stanley Goddard and Benjamin Burroughs of the other part; reciting to the effect hereinbefore recited, The said commissioners, parties to the said indenture in further execution of the commission, and the statutes therein mentioned, and by virtue of the same, and of the powers and authorities thereby to them given, and for other the considerations therein mentioned, did, as much as in them the said commissioners lay, or they lawfully might, sell, assign, transfer, and set over unto the said Stanley Goddard and Benjamin Burroughs, their executors, administrators, and assigns, all and singular the goods chattels, leases, term and terms of years, effects, sum or sums of money, debts, and personal estate whatsoever, which the said John Child, or any other person or persons, in trust for him, or for

for his use, was or were possessed of, interested in, or any ways intitled unto, or which were any ways due, owing, or belonging to him or his estate, at the time he became bankrupt as aforesaid, or at any time afterwards, and every part thereof; and all the estate, right, title, interest, equity, claim, and demand whatsoever, of him the said *John Child*, of, in, or to all and singular the said premisses or any part thereof, *To hold, receive, and take the said goods, chattels, leases, term, and terms of years, effects, sum and sums of money, debts, and personal estate of him the said John Child, thereby assigned, or intended so to be, and all benefit and profit arising thereby, unto the said Stanley Goddard and Benjamin Burroughs, their executors, administrators, and assigns, In trust nevertheless to and for the use and benefit of them the said Stanley Goddard and Benjamin Burroughs, and all and every other the creditors of the said John Child, who had then sought or should thereafter in due time, come in and seek relief under the said commission, according to the directions and limitations of the several statutes in that behalf made and provided, and to and for no other use, intent, or purpose whatsoever, as in and by the several examinations, depositions, and other proceedings had and taken under the said commission, and the said in part recited indenture of assignment, relation being thereto respectively had, may ap-*

Original Precedents

One of the assignees died without possessing any of the effects,

the other assignee died having made a will and appointed executors.

Three of the commissioners died, whereupon a new commission was awarded.

pear: *And whereas* the said *Benjamin Burroughs*, one of the said assignees, afterwards departed this life, without having possessed himself of any part of the said bankrupt's estate and effects, leaving the said *Stanley Coddard* the other assignee, his survivor, *And whereas* the said *Stanley Goddard* is also departed this life, having duly made and published his last will and testament in writing, and appointed his sister *Alice Goddard* (since deceased) and the said *John Goddard*, party hereto, executors thereof, but the said *John Goddard*, alone proved the said will in the prerogative court of *Canterbury*, and took upon himself the execution thereof; *And whereas* three of the commissioners named in the said commission of the — day of *November* one thousand seven hundred and forty-seven, have departed this life, whereupon a renewed commission under the great seal of *Great Britain*, bearing date at *Westminster*, the — day of *July* last past, hath been awarded and issued against the said *John Child*, directed to the said *Charles Scrase* and *John Pye*, the surviving commissioners, in the first commission named, together with the said *Thomas Hotchkin*, *Stephen Soame*, and *George Hill*, parties hereto, thereby giving full power and authority unto them the said commissioners, four or three of them, whereof the said *Thomas Hotchkin* or *Stephen Soame* to be one to execute the same, as by the said renewed commission, relation

being thereto had may appear; *And whereas* by an order of the Right Honourable the Lord High Chancellor of Great Britain, made on Tuesday the — day of July last, founded on a petition preferred to him by *George Mason* and the said *John Weston*, the sole executor of the last will and testament of *Richard Jeffop*, deceased, which said *George Mason*, and *Richard Jeffop*, were two of the creditors of the said *John Child*, the bankrupt, his lordship did (amongst other things) order, that the major part of the commissioners named in the said renewed commission, should cause due notice to be forthwith given in the *London Gazette*, appointing a time for the creditors of the said *John Child*, the bankrupt, to meet at the *Guildhall*, of the city of *London*, in order to proceed to the choice of one or more person or persons to be a new assignee or assignees of the estate and effects of the said *John Child*, the bankrupt, in the room of the said *Stanley Goddard*, deceased, who was the surviving assignee thereof; and that the creditors of the said *John Child*, the bankrupt, who should be present at such meeting, should proceed to such new choice accordingly, and that after such choice, the said *John Goddard*, party hereto, as sole executor of the said *Stanley Goddard*, deceased, should join with the said commissioners in making a new assignment of the estate and effects of the said *John Child*, the bankrupt,

remain-

An order of the
Chancellor for
the appointment
of new assignees.

Notice given in
the Gazette for
the choice of
new assignees.

The choice of a
new assignee.

remaining unreceived and not disposed of to such person or persons who at such meeting should be chosen, the new assignee or assignees, as by the said order, relation being thereto had may appear; *And whereas* in pursuance thereof, notice was duly given in the *London Gazette*, from *Saturday* the 11th to *Tuesday* the 14th day of *November* last, purporting that the commissioners named and authorised in and by the said renewed commission, or the major part of them would meet on the fourth day of *December* instant, at ten of the clock in the forenoon, at *Guildhall, London*, for the choice of a new assignee or assignees of the estate and effects of the said *John Child*, the bankrupt, in the room of the said *Stanley Goddard*, deceased; and that the creditors of the said bankrupt, might then come and vote in the choice of such new assignee or assignees accordingly, or to that effect; *And whereas* in pursuance of the said last mentioned notice in the *London Gazette*, the said *T. H. S. S.* and *G. H.* the major part of the commissioners in the said renewed commission named and authorised, did meet accordingly; as also several of the creditors of the said *John Child*, the bankrupt, for the choice of one or more person or persons, to be a new assignee or assignees of his estate and effects in the room of the said *Stanley Goddard*, deceased, when the said *John Weston*, party hereto, was accordingly duly chosen

chosen assignee thereof, by the major part in value of the creditors of the said bankrupt, who were then present and intitled to vote in such choice: Now THIS INDENTURE WITNESSETH, that the said commissioners, parties to these presents, in execution of the said renewed commission and order, and of the authority to them thereby given, and of the severall statutes therein mentioned, and other the powers enabling them thereto, and in consideration of the covenants hereinafter contained, on the part and behalf of the said *John Weston*, his executors, administrators, and assigns, to be performed, and as well the said commissioners parties hereto, as the said *John Goddard*, in obedience to the said order of the eighteenth day of *July* last, and also for and in consideration of the sum of five shillings a piece, of lawfull money of *Great Britain*, to them the said commissioners, parties hereto, and the said *John Goddard* in hand paid by the said *John Weston*, at and before the sealing and delivery of these presents, the receipt whereof is by them hereby respectively acknowledged, they the said commissioners parties hereto, as also the said *John Goddard*, as far as they respectively can or lawfully may have, and each of them hath assigned, transferred, and set over, and by these presents do, and each of them doth, (as much as in them or any of them lieth,

The considera-
tion.

The assignment.

lieth, or they, or any of them lawfully may or can) assign, transfer, and set over unto the said *John Weston*, his executors, administrators, and assigns, all and singular the goods, chattels, sum and sums of money, debts, and effects whatsoever and wheresoever, which he the said *John Child*, or any person or persons, in trust for him, or for his use, was or were possessed of, interested in, or any ways intitled unto, or which were any ways due, owing, or belonging to the said *John Child*, or his estate, at the time he became bankrupt as aforesaid, now remaining unreceived and not disposed of; and all the estate, right, title, interest, equity, claim, and demand whatsoever of them the said commissioners, parties hereto, and of the said *John Goddard*, or any of them, of, in, or to the same, or any part thereof by any means whatsoever; *To have and to hold* the said goods, chattels, sum, and sums of money, debts, and effects of him the said *John Child*, hereby assigned or intended so to be, and all benefit and profit arising thereby unto the said *John Weston*, his executors, administrators, and assigns, *In trust* nevertheless, unto and for the use and benefit of him the said *John Weston*, and all and every other the creditors of the said *John Child*, who have already sought, or shall hereafter in due time, come in and seek relief, under the said commission, according to the

Habendum.

For the use of
the creditors.

direc-

directions and limitations of the several statutes in that behalf made and provided, as to so much thereof as the debts of the said creditors do, or shall amount to, or they shall thereout be entitled to have, be paid, or receive; and as to the residue or surplus thereof, (if any,) *In trust* for the said *John Child*, his executors, administrators, and assigns, according to the true intent and meaning of the said statutes, and to and for no other use, intent, or purpose whatsoever, *And* the said *John Weston*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said commissioners, parties hereto, their executors, and administrators, and to and with every of them, by these presents, that he the said *John Weston*, his executors, and administrators, shall and will, with all convenient speed, by all lawful ways and means whatsoever, use his and their best and utmost means and endeavours to receive, recover, and get possession of the effects of the said *John Child*, unreceived and not disposed of; and shall and will from time to time, with all convenient speed, after receipt and possession had and obtained of the same, or any part or parcel thereof, make sale and disposition thereof for the most and best value he or they can get for the same; *And* also shall and will from time to time, and at all times hereafter, upon request and reasonable notice, render and give

And as to the
surplus (if any)
for the use of
the bankrupt.

Covenant from
the assignee,
that he will
with all con-
venient speed,
get in the
bankrupt's ef-
fects

and at all times,
render an ac-
count to the
commissioners.

unto

unto the said commissioners, parties to these presents, or the major part of the commissioners, by the said renewed commission, or any other renewed commission, authorised at such time and place as they shall appoint, a just, true, fair, and perfect account in writing, under the hand or hands of the said *John Weston*, his executors, and administrators, of what and how much money or other satisfaction he or they shall have recovered and received by virtue or means of this present deed of assignment or otherwise, out of the estate and effects of the said *John Child*, and such monies, or other satisfaction as upon such account or accounts shall appear to be had, recovered, and received by him the said *John Weston*, his executors and administrators, as aforesaid, he the said *John Weston*, his executors and administrators, shall and will, well and truly pay or cause to be paid unto the said commissioners, parties to these presents, or the major part of the commissioners by the said renewed commission authorised, to the end the same may be by them, or the major part of them, ordered, disposed, distributed, divided, and set over unto and amongst him the said *John Weston*, and such other creditors of the said *John Child*, who have already sought or shall hereafter in due time come in and seek relief under the said commission, according to the true intent and meaning of the said statutes;

And

And lastly the said John Weston, for himself, his heirs, executors, and administrators, doth further covenant, promise, and agree, to and with the said commissioners parties hereto, their heirs, executors, and administrators, and every of them, by these presents that he the said John Weston, his executors and administrators shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, all the said commissioners in and by the said renewed commission named and authorised, their heirs, executors, and administrators, and every of them, their and every of their lands, tenements, goods, and chattels, and their agents, and servants, of, and from all and all manner of action and actions, suits, arrests, troubles, costs, damages, and expences whatsoever, which they or any of them shall or may sustain or be put unto, for or by reason of this present deed of assignment, or any other act, matter, or thing whatsoever, by them or any of them lawfully done or executed, or to be done or executed by virtue of the said reserved commission, or their or any of their lawful intermeddling in any of the effects of the said John Cbild, in execution of the said commission. IN WITNESS, &c.

A covenant for
the indemnifi-
cation of the
commissioners.

I approve of this draft.

THOMAS HOTCHKIN.

An

No. VII.

An Assignment from the Assignees of a Bankrupt to the Bankrupt, of a Leasehold Estate, and all Monies, &c. remaining unsold and unappropriated, after all his Debts paid, and the Commission superseded.—Settled by Mr. HARPUR.

A commission of
bankrupt recit-
ed.

The assignment
from the com-
missioners to the
assignees recited.

THIS Indenture, &c. between *John Hay* of, &c. *Edward Ames* of, &c. and *James Earl* of, &c. of the one part; and *Ralph Atkins* of, &c. of the other part; Whereas the king's majesty's commission under the great seal of *Great Britain*, bearing date at *Westminster* after the — day of —, in the — year of his now majesty's reign, grounded upon the several statutes made concerning bankrupts, did issue and was awarded against the said *Ralph Atkins*, directed to *R. O.* esq. *J. C.* and *J. M.* gentlemen, together with *S. A.* esq. and *J. M.* gentleman, thereby giving full power and authority unto them the said commissioners, four or three of them, whereof the said *R. O.* or *S. A.* was to be one to execute the same. And whereas the said *R. O.* *J. C.* and *J. M.* being the major part of the commissioners in the said commission, named and authorised in execution of the said commission, by their indenture of assignment bearing date the — day of —, 17 —, for the considerations therein mentioned, did order, bargain, sell, assign, and set over,

unto

unto the said *John Hay, Edward Ames, and James Earl*, their executors, administrators, and assigns, a messuage or tenement, with the appurtenances, holden by lease for a term of years then and yet enduring, divers sums of money, plate, jewels, diamonds, rings, and severa lsorts of houshold goods, and implements of houshold, and divers debts, sum and sums of money due, owing and belonging to the said *Ralph Atkins* in the schedule thereunto annexed, mentioned, and all other debts, sum and sums of money, goods, and other commodities, in the hands, custody, or possession of any person in the schedule thereto annexed mentioned, or of any other person or persons, or which at any time thereafter should, or might become due or owing to the said *Ralph Atkins* or his estate, by any person or persons whatsoever, and all securities had or taken for the same; *To hold unto them, their executors, administrators, and assigns, In trust nevertheless, to and for the use and benefit of them the said John Hay, Edward Ames, and James Earl, and all such other creditors of the said Ralph Atkins, who then had, or thereafter in due time, should come in and seek relief by virtue of the said commission, and contribute towards the charges thereof, and to and for no other use, intent, or purpose whatsoever, as in and by the said recited indenture, relation being thereunto had more fully may appear. And whereas the said assignees,*

Original Precedents

nees, by and out of the estate and effects of the said *Ralph Atkins* so assigned as aforesaid, have made full satisfaction unto themselves, and all and every other the creditors of the said *Ralph Atkins*, who paid their contribution money, and came in and sought relief by virtue of the said commission; and they the said assignees, parties to these presents, and the said other creditors, by their deed-poll, under their respective hands and seals bearing date the — day of — 17 —, for the consideration therein, for themselves severally, and for those for whom they did subscribe, their several and respective executors, administrators, partners, and assigns, did acquit, release, and discharge, the said *Ralph Atkins*, his heirs, executors, and administrators, and his and their goods and chattels, lands, and tenements, of from and against all and all manner of action and actions, cause and causes of action, suits, bills, bonds, accounts, debts, dues, claims, and demands whatsoever, either in law or equity, from the beginning of the world unto the 7th day of *August* then last, and did thereby consent and agree, that the said commission of bankruptcy might be superseded, vacated, and made void, as in and by the said deed-poll of release, relation being thereunto had may appear. *And whereas* the said messuage or tenement, and lease, and divers other parts of the estate of the said *Ralph Atkins* remain undisposed of, and several debts, sum

and that the
leasehold pre-
mises and di-
vers debts and
monies are un-
applied.

sum and sums of money, late due and owing unto him and his estate are still standing out and unreceived. Now THIS INDENTURE WITNESSETH, that the said *John Hay, Edward Ames and James Earl*, as well for the considerations aforesaid as for and in consideration of the sum of five shillings a-piece to them severally in hand, at and before the ensealing and delivery of these presents, by the said *Ralph Atkins*, well and truly paid, the receipt whereof they do hereby severally acknowledge, and thereof and of every part thereof, acquit and discharge the said *Ralph Atkins*, his executors, administrators, and assigns, have and each of them hath granted, assigned, transferred, and set over, and by these presents do, and each of them doth, grant, assign, transfer, and set over, unto the said *Ralph Atkins*, his executors, administrators, and assigns, as well the said messuage, or tenement, and premisses, with their appurtenances; and all the estate, right, title, and interest of them, the said *John Hay, Edward Ames, and James Earl*, as also the indenture of lease by which the said premisses are holden; and all and every sum and sums of money, goods, household stuff, plate, linen, jewels, rings, and other goods and things, and all debts, sum and sums of money, late part of the estate of the said *Ralph Atkins*; and whereto or wherein they or either of them was, or were any ways intitled unto, or interested in,

The considera-
tion.

The assignment.

Original Precedents

by virtue of the said recited indenture of assignment, or otherwise howsoever, and which now remain undisposed of, or are still standing out, due or owing, with their and every of their appurtenances, and all the right, title, interest, term and terms of years yet to come and unexpired, claim and demand whatsoever, of them the said *John Hay, Edward Ames, and James Earl*, any or either of them, *To have and to hold* the said messuage or tenement and premisses, with their appurtenances, and the indenture of lease by which the same is holden unto the said *Ralph Atkins*, his executors, administrators, and assigns, for and during all the rest and residue of the term of years by the said lease granted and therein yet to come and unexpired: *And to have, hold, ask, demand, sue for, recover, receive, and enjoy, all and singular the said debts, sum and sums of money now standing out, due and owing; and all and singular the goods, household stuff, plate, jewels, rings, and other the premisses before by these presents assigned and set over, or mentioned, and intended to be assigned and set over unto the said Ralph Atkins*, his executors, administrators, and assigns, to the only proper use and behoof of him the said *Ralph Atkins*, his executors, administrators, and assigns, without any account to be given for the same.

Habendum as to the lease.

Habendum as to the debts, monies, goods, &c.

*A general release from the bank. from the a-
rupt to the af-
signees.*

AND THIS INDENTURE FURTHER WITNESSETH, that the said *Ralph Atkins* for the *expenses incurred in his aforesaid actions* con-

considerations aforesaid, hath acquitted, released, and discharged, and by these presents doth acquit, release, and discharge the said *John Hay, Edward Ames, and James Earl*, their executors, and administrators, and every of them, of and from all actions, suits, accounts, claims, and demands whatsoever, both at law and in equity, for touching or concerning only the surplus of the said estate, or relating thereto, or for, or by reason of their or any of their intermeddling therein. *And the said Ralph Atkins*, for himself, his executors, administrators, and assigns, doth covenant, promise, grant, and agree to and with the said *John Hay, Edward Ames, and James Earl* severally and respectively, and to and with every of them, by these presents, that he, the said *Ralph Atkins*, his executors and administrators, shall, and will, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnified them, the said *John Hay, Edward Ames, and James Earl*, and every of them, their and every of their heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from all future claims and demands, that shall or may be made or claimed by or out of the said estate, or from them the said *John Hay, Edward Ames, and James Earl*, as assignees thereof as aforesaid; and of, from, and against all and all manner of action and actions, suits, arrests, troubles, costs, charges, damages

Covenant to
indemnify the
assignees.

and expences whatsoever, which they the said *John Hay, Edward Ames, and James Earl* or any of them, their, or any of their executors or administrators shall or may sustain or be put unto, or which shall or may happen to them, or any of them, for or by reason of their and every of their lawful intermeddling in the said commission, or becoming assignees of the said estate, or for or by reason of this present deed of assignment, or any matter or thing relating thereto. IN WITNESS, &c.

No. VIII.

An Assignment in Trust for Creditors.—Settled by Mr. FAZAKERLY.

A recital that
debts are owing
which the debt-
or is unable to
pay,

and that he hath
agreed to assign
all his effects in
trust, for all
such creditors as
shall sign this
deed.

THIS Indenture, of three parts, &c. between *Joseph George* of, &c. of the first part; *John Bee* of, &c. *Peter Crow* of, &c. and *David Bell* of, &c. of the second part; and all other the creditors of the said *Joseph George*, who shall have signed and sealed these presents, of the third part; Whereas the said *Joseph George*, on the day of the date hereof is justly and truly indebted unto his said creditors respectively, in the several sums in the schedule hereunto annexed, mentioned, which by reason of divers losses and misfortunes he is unable to make full payment and satisfaction for; And whereas the said *Joseph George* hath consented and agreed to transfer and assign all and singular the mercery goods, debts, sum, and sums of money as are now due, owing,

or belonging to him, in trust only, for all such of his said creditors, who shall sign and seal these presents towards payment and satisfaction of their several respective debts, without any undue preference; Now THIS INDENTURE WITNESSETH, that the said *Joseph George*, for and towards payment and satisfaction of the several and respective debts of all such of his said creditors, and in consideration of the sum of five shillings of lawful money of *Great Britain*, to the said *Joseph George*, in hand by the said *John Bee*, *Peter Crow*, and *David Bell*, at or before the sealing and delivery of these presents, well and truly paid; the receipt whereof is hereby acknowledged, hath granted, bargained, sold assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *John Bee*, *Peter Crow*, and *David Bell*, all and singular the mercery goods, debts, sum and sums of money due, owing, or belonging to the said *Joseph George*, and all securities had, taken, or obtained for the same, and also all the right, title, interest, claim, and demand whatsoever of him the said *Joseph George*, of, in, or to the same, or any part thereof, *To have and to hold*, receive, and take, all and singular the said mercery goods, debts, sum and sums of money hereby assigned, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said *John Bee*, *Peter Crow*

O 4

The assignments.

Habendum.

Upon trust to sell the stock, and get in the monies owing to the debtor, and after payment of the rent due to the debtor's land-lord to divide the residue among the creditors.

Crow, and David Bell, their executors, administrators, and assigns from henceforth for ever;
Upon trust nevertheless, and to the intent and purpose that they the said John Bee, Peter Crow, and David Bell, their executors, and administrators, do, and shall, with all convenient speed, make sale and disposition of the said mercery goods, for the most and best price they can get for the same, and use their best endeavours by all lawful ways and means to obtain, recover, and receive into their hands and possession, all and singular the said debts, sum and sums of money due and owing to the said Joseph George, and that after a deduction of all such reasonable costs, charges, and expences as they the said John Bee, Peter Crow, and David Bell, their executors and administrators, shall really pay and expend, relating to the execution of the trust, and of a year and an halfe rent to S. O. esq; for the dwelling-house of the said Joseph George, situate in, &c. to become due at Christmas next, then Upon trust, that all the remainder of all such mercery goods, debts, sum and sums of money so belonging to, and due and owing to the said Joseph George, and which shall be had, recovered, and received by them the said John Bee, Peter Crow, and David Bell, their executors or administrators, by virtue of these presents, shall be distributed and divided unto and amongst the said John Bee, Peter Crow, and

and *David Bell*, their executors, and administrators, and all the other creditors of the said *Joseph George*, who shall have signed and sealed these presents equally and proportionably, according to their respective debts, in the schedule annexed, mentioned, and to and for no other use, intent, or purpose whatsoever, *And for the better and more easy getting in and receiving of all and every the debt and debts, sum and sums of money now due, owing, or belonging unto the said Joseph George; the said Joseph George hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said John Bee, Peter Crow, and David Bell, their executors and administrators, his true and lawful attorneyes irrevocable, in the name of him the said Joseph George, or in their own name or names, or otherwise, but to and for the only proper use and benefit of them the said John Bee, Peter Crow, and David Bell, and all such of the said creditors of the said Joseph George, who shall sign and seal these presents, to ask, demand, sue for, recover and receive, of and from all and every person and persons any ways indebted to the said Joseph George, all and every sum and sums of money by them respectively due and owing unto the said Joseph George, in trust nevertheless, to and for the uses aforesaid, and upon receipt thereof, or of any part thereof, acquittances or other*

A power of attorney, given to the trustees to act.

dis.

discharges in the name of him the said *Joseph George*, his executors or administrators, or in the said trustees own name or names, to make, and give, and for default of payment thereof, or of any part thereof the said several persons every or any of them, to sue, prosecute, imprison, and implead, and to compound and agree for all or any of the said debts as they or the survivor of them shall see occasion ; and upon such composition or other agreement the said persons, or any or either of them out of prison to deliver, and also for the purposes aforesaid one or more attorney or attorneys, under them, and the survivor of them to constitute and appoint, and to do and perform all and every such further and other lawful and reasonable act and acts, thing and things, as shall be necessary, for the better and more speedy recovering and getting in the said debt and debts, sum and sums of money, and every of them ; And the said *Joseph George* for himself, his executors and administrators, doth covenant, promise, and agree to and with the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, by these presents in manner and form following (that is to say) that he the said *Joseph George*, or any other person or persons, by his order or for his use shall not nor will at any time hereafter make, do, commit, or suffer, any act, matter, or thing whatsoever, to

A covenant that
the debtor will
not release, &c.

to release or discharge any the debt or debts, sum or sums of money due, and owing unto him the said *Joseph George* as aforesaid, or any part thereof, nor shall nor will revoke the power and authority hereby given, nor obstruct nor hinder the said *John Bee*, *Peter Crow*, and *David Bell*, or any or either of them, in the recovering, receiving, and getting in the same, but shall and will permit and suffer the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, and every of them, peaceably and quietly to recover and receive all and singular the said debts, sum and sums of money, to and for such use and benefit as aforesaid, hereby ratifying and allowing all and whatsoever the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, shall lawfully do, or cause to be done, in and about the premisses, by virtue of these presents; *And further that* he the said *Joseph George*, at the request, costs, and charges of the said creditors, shall and will from time to time and at all times hereafter, make, do, and execute, all and every such further and other acts, matters, and things, for the further and better assigning and assuring all and singular the premisses hereinbefore mentioned or intended to be hereby assigned, to and for the uses, intents, and purposes hereinbefore expressed as by their or any of their counsel learned in the law, shall be

For further as-
surance,

That he will assist the trustees, in making up the account and getting in the debts,

Covenant from the trustees to account with the creditors and divide the effects.

be reasonably advised or required; And that he the said *Joseph George*, his executors and administrators, shall and will from time to time, and at all times hereafter, as often as there shall be occasion, upon every reasonable request or notice to him or them given by the said *John Bee*, *Peter Crow*, and *David Bell*, or some or one of them, assist them in making up his accounts, and in the settling of any disputes that shall at any time hereafter arise or happen, touching or concerning any of the debts or sums of money whatsoever, due and owing to the said *Joseph George*, and also in the proving and getting in of the said debts, according to the best of his power and ability; And the said *John Bee*, *Peter Crow*, and *David Bell*, for themselves severally, and not jointly, and for their several and respective executors and administrators, do and each and every of them doth covenant, promise, and agree, to and with the other creditors of the said *Joseph George* by these presents, that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, shall and will from time to time and at all times hereafter, as often as they shall be thereunto required by the said creditors, or any three or more of them whose debts shall amount in the whole to one hundred pounds or upwards, make, render, and give unto him, her, or them demanding the same, a just account of all such sum

sum and sums of money as shall be by them or either of them received or got in, for, or upon the account of the mercery goods, debts, sum and sums of money so belonging, due, and owing to the said *Joseph George*, together with the time when, and also the names of the persons of whom any money shall be received, and where they live, and also shall and will upon request and notice to them, or the survivors or survivor of them, given by all the other creditors of the said *Joseph George* (or any three or more of them, whose debts in the whole shall amount to one hundred pounds or upwards) well and truly pay, distribute, and divide the same unto and amongst them the said *John Bee*, *Peter Crow*, and *David Bell*, and all and every of the other creditors of the said *Joseph George*, who shall have signed and sealed these presents as aforesaid, and so from time to time, and at all times hereafter, pay, distribute, and divide, all such monies as shall be received and gotten in by them the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, as often as the other creditors of the said *Joseph George* shall desire and demand the same, to and amongst themselves, and all and every of the other creditors of the said *Joseph George* as aforesaid, share and share alike, according to the proportions of their several and respective debts; *And also* that they the said *John Bee*, *Peter Crow*, and

To a^t justly

David

Covenant that
the creditors
will not sue the
Debtor.

David Bell, their executors and administrators, shall and will deal justly and faithfully according to their power and ability, skill and knowledge in the execution of the trusts hereby reposed in them; *And all the said creditors* parties to these presents for the consideration aforesaid, and for other good causes and considerations them thereunto moving, do, for themselves severally and respectively, and not jointly, and for their several and respective executors and administrators, partners and assigns and not the one for the others act, or for the executors or administrators of the others of them, covenant, promise, and agree, to and with the said *Joseph George*, his executors and administrators, and every of them by these presents, that neither they the said creditors, parties to these presents, nor their executors or administrators, partners or assigns, or any of them, shall or will in any manner or wise sue, arrest, implead or prosecute him the said *Joseph George*, his executors or administrators, or any of them, or his, their, or any of their goods, chattels, lands, or tenements, for or upon account of any debt or sums of money now due or owing unto them or any of them, and in case any of the said creditors, parties to these presents, their executors or administrators, partners or assigns, shall sue, arrest, imprison, implead or prosecute the said *Joseph George*, his executors or administrators, or any of them, for any such debts

debts due and owing from the said *Joseph George* as aforesaid, that then these presents shall be a sufficient release and discharge, to all intents and purposes at law or in equity, to and for the said *Joseph George*, his executors and administrators, and he and they shall be and are hereby acquitted, released, and discharged, against them the said creditors, and every of them, their and every of their executors and administrators, partners and assigns, who shall sue, arrest, imprison, implead or prosecute the said *Joseph George*, his executors or administrators, contrary to the true intent and meaning of these presents, and as such shall and may be pleaded by him the said *Joseph George*, his executors and administrators; *And* it is hereby agreed by and between all the said parties to these presents, that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, and every of them shall and may be allowed and paid such costs, charges, and expences, as they, any or either of them shall sustain or be put unto, for or by reason of the execution and management of the trust hereby in them reposed, or any-wise touching or concerning the same; *And* then it shall and may be lawful to and for the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, to act in execution of the trust, in such manner as they

shall

That the tru-
tees shall be al-
lowed their
costs;

and that the
trustees may act
discretionarily.

Original Precedents

A proviso that the creditors shall deliver up all notes of hand before they receive a dividend.

Covenant to indemnify the debtor from such notes.

shall think fit; *Provided always* and it is hereby agreed by and between all the said parties to these presents, that none of the creditors of the said *Joseph George*, whose debts or part thereof are mentioned in the schedule hereunto annexed, to be due on notes of the said *Joseph George*'s hand, or the executors, administrators, or assigns, of them or any of them, shall for or in respect of their debts respectively mentioned in the said schedule, to be due on notes as aforesaid, receive any share or proportion of the goods, debts, and effects hereby assigned, until they shall have first severally delivered up the said notes to the said *John Bee*, *Peter Crow*, *David Bell*, and *Joseph George*, or to some or one of them to be cancelled, any thing herein before contained to the contrary thereof notwithstanding; *And the several creditors of the said Joseph George*, whose debts or part thereof are mentioned in the schedule hereunto annexed to be due on notes as aforesaid, and who shall have signed and sealed these presents for themselves severally and respectively, and not jointly, and for their several and respective heirs, executors, and administrators, do, and each and every of them doth covenant, promise, and agree to and with the said *Joseph George*, his executors and administrators, by these presents, that they the said creditors respectively, their respective heirs, executors, and administrators, shall and will from time,

to

to time, and at all times hereafter, so far as concerns their respective debts due to them from the said *Joseph George*, on notes of hand as aforesaid, until the said notes shall be severally delivered up to be cancelled as aforesaid, save, defend, keep harmless, and indemnified him the said *Joseph George*, his executors and administrators, and his and their goods and chattels, lands, and tenements, of, from, and against the said notes, and all costs, charges, damages, and expences that shall happen or come to him or them, for or by reason of the non-payment thereof respectively; *Provided also*, and it is hereby agreed by and between the said parties to these presents, that in case so many of the creditors of the said *Joseph George*, mentioned in the schedule hereunto annexed, whose debts in the whole, amount unto the sum of twenty pounds, shall not have duly signed and sealed these presents, on or before the _____ day of _____ next ensuing, then these presents and every covenant, clause, and thing herein contained, shall cease, determine, and be utterly void, and of none effect, and that then and in such case what monies shall be received (if any) by all or any of the said creditors, shall go and be repaid unto the said *Joseph George*, any thing hereinbefore contained to the contrary thereof notwithstanding; *Provided also*, and it is

Proviso to avoid
this assignment
if the creditors
do not sign be-
fore a certain
day.

Proviso to pay
the surplus to
the debtors.

agreed by and between the said parties to these presents, that in case the said *John Bee*, *Peter Crow*, and *David Bell*, any or either of them, their, any or either of their executors or administrators, shall receive out of the said assigned premisses, more than sufficient to pay and discharge all and singular the several debts mentioned in the schedule hereunto annexed (over and besides defraying the charges of the execution of the trusts herein reposed in them) that then the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, shall and will at the request of the said *Joseph George*, his executors or administrators, pay to him or them, all such overplus money, this indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. And lastly, it is hereby mutually declared and agreed by and between all the said parties, that they the said *John Bee*, *Peter Crow*, and *David Bell*, as often as they or any of them shall, by receipt of any of the said debts of the said *Joseph George*, or any of them, or by sale of his goods and effects have received the sum of one hundred pounds, shall immediately pay the same into the Bank of *England*, there to remain until a dividend shall be made thereof, according to the true intent and meaning of these presents, and that the said trustees shall retain in

A covenant for
paying the mo-
ney received by
virtue of this
assignment into
the Bank,

their

their hands, the proportion of the debts and effects hereby assigned, as shall belong to such of the said creditors, parties hereto, in respect of so much of their debts as shall be owing to them by promissory notes, under the hand of the said *Joseph George*, until the said notes shall be delivered up unto the said *Joseph George* or his order, to be cancelled; any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

and that the trustees may retain in their hands that proportion of the effects assigned, as shall belong to creditors upon notes until the notes are delivered up.

An Assignment of Leasehold Premises and Household Goods upon several Trusts.—Settled by Mr. WILBRAHAM.

No. IX.

THIS indenture tripartite, &c. between *Samuel Poe* of, &c. of the first part; *Sarah Rich* of, &c. of the second part; and *John Emery* of, &c. and *William Ray* of, &c. of the third part: *Whereas* [here recite the lease] *And whereas* the said *Samuel Poe* is possessed of several household goods, and other goods, chattels, and furniture, now standing and being in the dwelling house of him the said *Samuel Poe*, being the middlemost of the three messuages or tenements, demised by the said recited indenture of lease, and therein mentioned to have been then late in the tenure or occupation of *J. P.* *And whereas* a marriage is, by God's permission, intended to be shortly had and solemnized between the said *Samuel*

Recital of a lease.

That a party hereto is likewise in possession of certain household goods.

That a marriage is intended between the parties.

P 2

Poe

The considera-
tion.

The assignment.

Poe and the said Sarah Rich: Now THIS INDEN-
TURE WITNESSETH, that in consideration of the
said intended marriage, and of the portion
which the said *Samuel Poe* will have and receive
with the said *Sarah Rich* in marriage, in case the
said marriage shall take effect, and of the sum
of five shillings of lawful money of *Great Bri-
tain*, to the said *Samuel Poe*, in hand paid by
the said *John Emery* and *William Ray*, at and
before the sealing and delivery of these pre-
sents, the receipt whereof is hereby acknow-
ledged. He the said *Samuel Poe* hath bargain-
ed, sold, assigned, transferred, and set over,
and by these presents doth bargain, sell, assign,
transfer, and set over, unto the said *John Em-
ery* and *William Ray*, their executors, admini-
strators, and assigns, as well the said recited
indenture of lease, as the pieces or parcels of
ground, messuages, or tenements, and all other
the aforesaid premisses thereby demised or in-
tended so to be, with their and every of their
appurtenances, for and during all the rest and
residue of the aforesaid term of fifty-five years
now to come and unexpired. *And* all the
estate, right, title, interest, property, claim,
and demand whatsoever, of him the said
Samuel Poe, of, in, and to, the same and e-
very part and parcel thereof. *And also* all and
singular the said household goods, and other
goods, chattels, and furniture, and every of
them, and every part of them, and all his
estate

estate and interest in and to the same. *To have and to hold* the said recited indenture, and the said pieces or parcels of ground, messuages, or tenements, and all and singular other the premisses by the said recited indenture of lease demised, or so intended to be as aforesaid, with their and every of their appurtenances unto the said *John Emery* and *William Ray*, their executors, administrators, and assigns, from thenceforth, for, and during all the rest, residue, and remainder of the said term of fifty-five years, in and by the said recited indenture of lease granted and therein yet to come and unexpired, in as full and ample manner and form, to all intents and purposes as he the said *Samuel Poe* might or could have held or enjoyed the same, if these presents had never been made.

Habendum as to the lease.

AND TO HAVE AND TO HOLD the said household goods, and other goods, chattels, and furniture unto the said *John Emery* and *William Ray*, their executors, administrators, and assigns, upon the several trusts and confidences following, that is to say, *Upon trust*, that they the said *John Emery* and *William Ray*, their executors, administrators, and assigns, shall permit and suffer the said *Samuel Poe* and his assigns, to hold, enjoy, receive, and take, the rents, issues, and profits of the said pieces, &c. and premisses hereby assigned or intended so to be, with their appurtenances, for and during such part of the said residue of the said term of fifty-five

Habendum as to the house- hold goods.

Upon trust to permit the husband to receive the rent of the premisses and enjoy the goods during life,

years as he the said *Samuel Poe* shall happen to live: and to have, hold, use, occupy, and enjoy the said household goods, and other goods, chattels, and furniture, and every of them for and during the term of his life, to his own proper use and behoof. *And* from and after his decease, then upon trust, to permit and suffer the said *Sarah Rich*, his intended wife, to hold, enjoy, receive, and take the rents, issues, and profits, of the aforesaid messuage or tenement, wherein the said *Samuel Poe* now dwelleth, being the middle house of the three messuages or tenements demised by the said recited indenture of lease, to the said *Samuel Poe* as aforesaid, with the garden behind the same, as now walled in, for and during so many of the said term of years as she the said *Sarah Rich* shall happen to live, freed and discharged of and from the yearly rent of six pounds reserved and made payable by the said recited indenture of lease. *And* also to permit and suffer her the said *Sarah Rich* to have, hold, use, occupy, and enjoy the said several household goods, &c. for and during the term of her life, to her own use and behoof. *And* from and after the decease of the survivor of them the said *Samuel Poe* and *Sarah* his intended wife, as for and concerning the aforesaid messuage or tenement wherein the said *Samuel Poe* now dwelleth, with the garden behind the same, with the household goods, &c. standing and being in the said messuage or

and after his
decease to per-
mit the wife to
enjoy one of the
houses, and the
household goods
during life,

and after the
death of the sur-
vivor to divide
the house and
goods amongst
the children of
the marriage.

or tenement. *Upon trust to and for the use and behoof of all and every such child or children lawfully begotten on their two bodies, as shall be living at the time of the decease of the survivor of them the said Samuel Poe and Sarah his intended wife, equally to be divided amongst them, share and share alike (reasonable use, and wearing of the said household goods, &c. in the mean time, and other unavoidable accidents and losses excepted) : and for default of such issue, to and for the executors, administrators, or assigns of the said Samuel Poe.* And as for and concerning the two other messuages or tenements, and other the premisses demised by the said recited indenture of lease to the said *Samuel Poe* as aforesaid, from and after the decease of the said *Samuel Poe*, in case the said *Sarah*, his intended wife, shall happen to survive him; *In trust by and out of the rents, issues, and profits thereof to pay and discharge the yearly rent of six pounds, reserved and made payable by the said recited indenture of lease, for and during the natural life of the said Sarah Rich and to permit and suffer the executors, administrators, or assigns, of the said Samuel Poe, to receive and take the residue and remainder of the rents, issues, and profits, of the said two messuages or tenements, and premisses, and from and after the decease of the said Sarah Rich, In Trust to assign the said two messuages or tenements and premisses,*

And as to the
two other houses
upon trust to pay
thereout during
the wife's life,
the ground-rent
of the whole
premisses,
and after her
death to assign
the same to the
husband.

A covenant that
after marriage
and death of
the parties an
inventory shall
be taken of the
goods to be di-
vided among
the children.

Covenant that
the lease is va-
lid.

unto the said *Samuel Poe*, his executors, administrators, or assigns, for the remainder of the term then to come therein, and to and for no other use, intent, or purpose whatsoever. *And* it is hereby agreed by and between the said parties to these presents, that as soon as conveniently may be after the solemnization of the said intended marriage, and at the death of them the said *Samuel Poe* and *Sarah* his intended wife, and of each of them, an inventory shall be made of such of the said household goods, and other goods, chattels, and furniture, as shall be then remaining of the said goods now standing and being in the dwelling-house of him the said *Samuel Poe* as aforesaid; as also all other the goods which shall hereafter be bought by the said *Samuel Poe* or the said *Sarah* his intended wife, and brought into the said premisses, to be divided to and amongst the children of their two bodies lawfully begotten, share and share alike as aforesaid. *And* the said *Samuel Poe*, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree to and with the said *John Emery* and *William Ray*, their executors and administrators, by these presents in manner following, (that is to say) That for and notwithstanding any act, matter, or thing, by him done to the contrary, the said recited indenture of lease, and the said term of fifty-five years thereby granted, is a good and sufficient term and lease,

lease, and available in the law for all the residue of the said term yet to come, and in no wise forfeited, determined, surrendered, or made void. And that for and notwithstanding any such act or thing he the said *Samuel Poe* now hath in himself good right, full power, and lawful authority, by these presents, to grant and assign the said indenture of lease, and the said pieces, &c. and premisses, with the appurtenances, unto the said *John Emery* and *William Ray*, for all the rest, residue, and remainder of the said term of fifty-five years now to come and unexpired in manner and form aforesaid. *And further*, that he the said *Samuel Poe* his heirs, executors, and administrators, and all and every other person or persons, having or lawfully claiming to have any estate of, in, or to the said premisses, or any part thereof, by, from, or under him or them, shall and will from time to time, and at all times hereafter, upon the reasonable request of them the said *John Emery* and *William Ray*, their executors, administrators, or assigns, but at the proper costs and charges of him the said *Samuel Poe*, his heirs, executors, or administrators, make, do, and execute, or cause and procure, to be made, done, and executed, all and every such further and other lawful and reasonable act, and acts, conveyances, and assurances in the law whatsoever, for the further and better assuring and assuring the said premisses, unto the

For further assurances,

Covenant to indemnify the wife from the ground-rent of the house to which she will be intituled.

the said *John Emery* and *William Ray*, their executors, administrators, and assigns, upon the several trusts hereinbefore declared, as by the *John Emery* and *William Ray*, or their counsel learned in the law, shall be reasonably devised, and advised, or required. *And* that he the said *Samuel Poe*, his heirs, executors, administrators, and assigns, or some or one of them, shall and will, in case the said *Sarah Rich* shall happen to survive him the said *Samuel Poe* from time to time, and at all times thereafter during the life of the said *Sarah Rich*, well and sufficiently save harmless, and keep indemnified the said messuage or tenement, wherein he the said *Samuel Poe* now dwells, of and from the yearly rent of six pounds reserved and made payable by the said recited indenture of lease, and of and from all actions, suits, costs, charges, damages, and expences that shall arise, be brought or commenced by reason of the non-payment thereof, or of any part thereof. *And* the said *Samuel Poe* for the considerations aforesaid, and for making a further provision for the said *Sarah Rich*, in case she shall survive him the said *Samuel Poe* and his issue by her, (if any) doth for himself, his executors, and administrators, hereby covenant and agree to and with the said *John Emery* and *William Ray*, their executors and administrators, that notwithstanding the late act of parliament made in the eleventh year of his late

A covenant that the husband's effects shall be distributable according to

majesty king *George* the first, intitled An act for regulating elections within the city of *London*, and for preserving the peace, good order, and government of the said city, all such personal estate as he the said *Samuel Poe* shall die possessed of, interested in, or intitled unto, shall be subject to and be distributed or distributable, for the benefit of the said *Sarah* his intended wife, and his children by her; together with the child he now hath by a former wife according to the ancient custom of the said city of *London*; and that the said *Sarah Rich*, if she survives him the said *Samuel Poe*, and all and every such children shall have and receive all such customary share thereof as the widow and children of a deceased freeman of the said city of *London* were by the said custom intitled to before the making the said act of parliament, or as they would be intitled to in case he should die intestate. *Provided always*, and it is hereby declared and agreed by and between all the said parties to these presents, that the said *John Emery* and *William Ray*, their executors and administrators, shall and may from time to time and at all times, during the continuation of the said trusts be saved harmless, and deduct to themselves out of the rents and profits of the aforesaid premisses, all such sum and sums of money, costs, charges, and expences, as they or any of them, shall, pay, bear, or be put

the ancient
custom of Lon-
don notwith-
standing the act,
&c.

*Clause of in-
demnification to
the trustees.*

unto

unto for or by reason of the trusts hereby in them reposed, or in respect of the execution or performance of the said trusts, or otherwise in any kind relating thereto, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

Assignments of Mortgages and other Securities.

No. X.

A transfer of a Mortgage.

Indentures of
lease and release
recited whereby
the premises
were mortgaged
for 1500 l.

THIS INDENTURE tripartite, made, &c. between *Susannah Peel* of, &c. spinster, and *Margaret Peel* of the same place, spinster, sister of the said *Susannah Peel* of the first part; *Vincent Vine* of, &c. and *Jane* his wife, late *Jane Roe*, widow, the sister, heir at law, and devisee named in and by the last will and testament of *Richard Glyn*, late of, &c. deceased, of the second part; and *William More* of, &c. of the third part; *Whereas* by indentures of lease and release, bearing date respectively, the lease the 13th and the release the 14th days of *March*, which was in the year of our Lord 17— and made or mentioned to be made between the said *Richard Glyn* of the one part, and the said *Susannah Peel* and *Margaret Peel* of the other part, in consideration of one thousand five hundred pounds, paid to the said *Richard Glyn*, by the said *Susannah Peel*,

Peel

Peel and *Margaret Peel*, he the said *Richard Glyn* did grant, bargain, sell, alien, release, and confirm, and thereby pass and convey unto the said *Susannah Peel*, and *Margaret Peel*, and to their heirs and assigns, all that messuage or tenement, farm and lands, &c. To hold unto, and to the use of the said *Susannah Peel* and *Margaret Peel* their heirs and assigns, by way of mortgage, and subject to a proviso and agreement in the said indenture of release, contained for reconveyance of the said thereby mortgaged premises, with the appurtenances, on payment by the said *Richard Glyn*, his heirs, executors, administrators, or assigns, of the sum of one thousand five hundred and sixty-seven pounds ten shillings (being in discharge of the principal of such one thousand five hundred pounds as aforesaid, with one years interest for the same) unto the said *Susannah Peel* and *Margaret Peel*, their executors, administrators, or assigns, at the times and in manner therein mentioned; *And whereas* by indenture bearing date the 14th day of *March*, which was in the year of our Lord 17—, and made or mentioned to be made between the said *Richard Glyn* of the one part, and the said *Susannah Peel* and *Margaret Peel* of the other part; after reciting or taking notice of the said indentures of lease and release, by way of mortgage, and for securing such one thousand five hundred pounds and interest, as aforesaid, and also taking notice

Another indenture recited, whereby the premises were charged with the further sum of 158 l.

tice of an arrear of interest, having incurred on such one thousand five hundred pounds, besides some other charges in the said now reciting indenture mentioned, to the amount together of one hundred and fifty-eight pounds, which not suiting the convenience of the said *Richard Glyn*, then to satisfy he was desirous, and the said *Susannab Peel* and *Margaret Peel* consented that the same should be made principal, and added to the said sum of one thousand five hundred pounds, which made together the sum of one thousand six hundred and fifty-eight pounds, or reciting or taking notice to that or the like effect; it was witnessed by such now reciting indenture, that the said *Richard Glyn*, did for himself, his heirs, executors, and administrators, covenant and agree with the said *Susannab Peel* and *Margaret Peel*, their heirs, executors and administrators that the said several premisses comprised in the said indentures of lease and release, and thereby mortgaged in fee, by the said *Richard Glyn*, to the said *Susannab Peel* and *Margaret Peel* as aforesaid, should from thenceforth stand and be a security to them for the said sum of one thousand six hundred and fifty-eight pounds, which should from thenceforth be considered all as principal money, and accordingly carry interest, after the rate of five pounds yearly for every one hundred pounds, or such now reciting lease was, or purported to be to that or the like effect, and by way of further and additional charge

charge of the said sum of one hundred and fifty-eight pounds, and interest upon the said mortgaged premisses with the appurtenances; *And whereas* all interest accrued, due on the said sum of one thousand six hundred and fifty-eight pounds, principal money, so secured as aforesaid, to the day of the date of these presents, hath been fully paid and satisfied by the said *Vincent Vine* and *Jane* his wife, to the said *Susannah Peel* and *Margaret Peel*, which they do hereby acknowledge, wherefore there now remains due to them on the said security, only the said principal sum of one thousand six hundred and fifty-eight pounds: Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one thousand six hundred and fifty-eight pounds of lawful money of *Great Britain*, by the said *William More*, in hand, well and truly paid to the said *Susannah Peel* and *Margaret Peel*, at or immediately before the sealing and delivery of these presents (by and with the privity and consent of the said *Vincent Vine* and *Jane* his wife, testified by their severally being parties to and respectively sealing and delivering of these presents) in full of all money in any respect due, owing or payable upon the said recited securities, the receipt of which sum of one thousand six hundred and fifty-eight pounds, the said *Susannah Peel* and *Margaret Peel*, do hereby acknowledge, and, of, and from the same and every part thereof,

do

A recital that all interest has been paid, and that the principal sum only remains unpaid.

The considera-
tion.

The original
mortgagors
with the consent
of the heir at
law to the
mortgagor,
therefore bar-
gain, sell, re-
lease and con-
firm to a party
to this deed all
the said mort-
gaged premisses.

do hereby respectively acquit, release, and for ever discharge the said *William More*, his heirs, executors, administrators, and assigns, they the said *Susannah Peel* and *Margaret Peel* (by and with such privity and consent so testified as aforesaid,) have, and each of them hath bargained, sold, released, and confirmed, and by these presents do, and each of them doth bargain, sell, release, and confirm unto the said *William More* (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *Susannah Peel* and *Margaret Peel*, in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession) and to his heirs and assigns; *All* that the said messuages or tenements, and farms, and the several lands, arable, meadow, and pasture, and other the hereditaments and premisses comprised in the said indentures of lease and release, and thereby mortgaged in fee, by the said *Richard Glyn*, unto the said *Susannah Peel* and *Margaret Peel*, and afterwards the said indenture of the 14th of *March* 17—, so further charged respectively as aforesaid, with the appurtenances; and the reversion and reversions, remainder and remainders, of all and singular the said several premisses

General words.

premisses yearly, and other rents, issues, and profits thereof, and all the estate, right, title, freehold inheritance, interest, use, trust, possession, property, claim, and demand whatsoever of the said *Susannah Peel* and *Margaret Peel*, or either of them, of, in, or out of such several premisses, or, of, in, to or out of any part or parcel thereof, together with the said several recited indentures, and all benefit and advantage thereof, *To have and to hold the* Habendum.

said messuage or tenement, farm, lands, tene- ments, hereditaments, and premisses hereby granted, bargained, sold, released, and confirmed, or mentioned, or intended so to be, with their and every of their appurtenances unto the said William More, his heirs and assigns ;

Subject nevertheless to such power and equity of redemption, as is now subsisting, of or con- cerning the same premisses respectively ; And the said Susannah Peel and Margaret Peel, each of them separately and apart for herself, her heirs, executors, and administrators, acts and deeds only, and not jointly one for the other, or for the heirs, executors, and ad- ministrators acts or deeds of the other of them, do severally covenant and declare, to and with the said William More, his heirs and as- signs by these presents, that they the said Susannah Peel and Margaret Peel, respectively, hath not at any time heretofore, made, done, or committed, or wittingly or willingly suf-

*Subject to the
equity of re-
demption.*

Original Precedents

Covenant from the first mortgagees, that they have done no act to in-cumber.

ferred to be done or committed any act, matter or thing whatsoever, whereby or by means whereof the said hereby released premisses, with the appurtenances, or any part thereof, is, are, can, shall, or may be in anywise impeached, charged, or incumbered, in title, estate, or otherwise howsoever. IN WITNESS, &c. I have perused and approve this draft, and do this day approve thereof for all the parties.

JOHN MAIRE.

See a declaration of trust from this mortgagee, under *Declarations of Trust*, No. I.

No. XI.

An Assignment of the Equity of Redemption of mortgaged Premises from an Administrator to the Mortgagee.

A lease recited whereby the premisses were demised for 1000 years, at and under a yearly rent of £4. payable to the grantor during her life.

THIS INDENTURE, &c. between the reverend John Watts, clerk, archdeacon of Dorset, (administrator of the goods, chattels, rights, and credits of his brother William Watts, late of Tewkesbury, in the county of Gloucester, gentleman, deceased,) of the one part; and James Turner of the city of Bath, esquire, of the other part; Whereas by indenture of lease bearing date on or about the 15th day of October, which was in the year of our Lord 1661, made or mentioned to be made between Penelope Hill, late of T. in the county of Worcester, widow, deceased, of the one part; and William Walker, late of the parish

parish of *Severnboake*, in the said county of *Worcester*, clerk, brother of the said *Penelope*, also deceased, of the other part; the said *Penelope Hill*, for the considerations therein mentioned, did demise unto the said *William Watts*, his executors, administrators, and assigns, all that messuage or tenement, or meete place with the appurtenances, situate, lying, and being in *T.* aforesaid, commonly called or known by the name of *Rosse*, with all and singular lands, tenements, meadows, leasows, pastures, woods, underwoods and hereditaments thereunto belonging, or in anywise appertaining, then in the tenure or occupation of the said *Penelope Hill*, or her under-tenants; and also all that other messuage or tenement, with the appurtenances, situate, lying and being in *T.* aforesaid, commonly called or known by the name of *Castle Hill*, with all lands, tenements, meadows, leasows, and pastures to the said messuage or tenement belonging or in anywise appertaining, then in the possession or occupation of *Richard Smith*, or his under-tenants; and also all that close of pasture, with the appurtenances, situate, lying, and being in *T.* aforesaid, then in the tenure or occupation of *James Bagott* containing by estimation twelve acres or thereabouts, be the same more or less; and also all that close or plot of land, situate, lying, and being in *T.* aforesaid, then in the tenure or occupation of

Q 2

John

John Andrews, containing by estimation, two acres, be the same more or less, and commonly called or known by the name of *Carpenter's Plott*, with all and singular ways, waters, easements, commons, profits, commodities, hereditaments, and appurtenances whatsoever, to the said messuages or tenements, and premisses belonging or in anywise appertaining, to hold the said premisses, with their appurtenances, unto the said *William Watts*, and his assigns, from the 29th day of *September* then last past, for and during, and unto the full end and term of one thousand years, from thence next ensuing, and fully to be compleat and ended, at and under the yearly rent of fourteen pounds, payable to the said *Penelope Hill*, during her natural life, by equal half yearly payments, as in and by the said indenture, relation being thereto had, may appear; *And whereas* the said messuages, lands, tenements, hereditaments, and premisses demised by the said recited indenture of lease, to the said *William Watts*, as aforesaid, afterwards by good and sufficient acts or means in the law, devolved upon and became absolutely vested in his grand nephew, the said *William Watts*, of *Tewkesbury*, for the residue of the said term of one thousand years, granted thereof as aforesaid; *And whereas* by indenture of demise or mortgage, bearing date on or about the sixth day of *December*, which was in the year 1743, made or mentioned 3

A recital that
the premisses
devolved upon
the intestate,

who mortgaged
the same for
500l.

tioned to be made, between the said *William Watts*, the grand nephew, of the one part; and *Samuel Rose*, late of *Tewkesbury* aforesaid, gentleman, deceased, of the other part; the said *William Watts*, party thereto, in consideration of the sum of five hundred pounds therein mentioned, to be paid to him by the said *Samuel Rose*, did demise, grant, bargain, and sell unto the said *Samuel Rose*, his executors, administrators, and assigns; amongst other things, the said lands, tenements, hereditaments, and premisses, demised by the said recited indenture as aforesaid; to hold the same unto the said *Samuel Rose*, his executors, administrators, and assigns, from the day of the date thereof, for the term of five hundred years from thence next ensuing, and fully to be compleat and ended; subject nevertheless to a proviso in the indenture now in recital, contained for redemption of the said premisses, by the said *William Watts*, his heirs or assigns, on payment to the said *Samuel Rose*, his executors, administrators, or assigns, of the sum of five hundred pounds, with interest for the same, after the rate of four pounds for every hundred pounds by the year, on the 6th day of *June* then next ensuing the date thereof; *And whereas* by indenture of assignment, bearing date on or about the 8th day of *March*, which was in the year 1760, made or mentioned to be made between *Marmaduke Rose*, of *Chester*, in the county of *Middlesex*, gentleman, (sole

An assignment
of that mortgage
recited.

executor of the last will and testament of the aforesaid *Samuel Rose* then deceased) of the one part; and the said *James Turner*, party hereto, by the description of *James Turner*, of the parish of Saint J. in the city of *Bristol*, gentleman, of the other part; reciting the said indenture of mortgage, and that there was then justly due to the said *Marmaduke Rose*, the principal sum of five hundred pounds, all interest for the same being paid off and discharged, and that the said *Marmaduke Rose* having occasion for the same, the said *James Turner*, had at his request, advanced him the same, and for re-payment thereof, with interest, had agreed to take an assignment of the said demise or mortgage from the said *Marmaduke Rose*. It is witnessed, that the said *Marmaduke Rose*, in consideration of the sum of five hundred pounds therein mentioned, to be paid him by the said *James Turner*, did assign, transfer, and set over unto the said *James Turner*, his executors, administrators, and assigns, the said messuages, lands, tenements, hereditaments, and all and singular other the premisses, in and by the said recited indenture, of the sixth day of *December* 1743, demised to the said *Samuel Rose* as aforesaid, and all the estate, right, title, interest, claim, and demand whatsoever, of him the said *Marmaduke Rose*, of, in, and to the said premisses, together with the same indenture of mortgage, and all benefit and advantage thereof; to hold the

said premisses unto the said *James Turner*, his executors, administrators, and assigns, from the day of the date thereof, for and during all the residue and remainder then to come and unexpired, of the said term of five hundred years, therein subject nevertheless to a proviso therein contained, for redemption of the said premisses, on payment, by the person or persons intitled to the equity of redemption of the said premisses, to the said *James Turner*, of the said sum of five hundred pounds, with interest, as aforesaid, at the time therein mentioned, which is long since past, as in and by the said two last in part recited indentures, relation being thereto respectively had, may appear; *And whereas* the said *William Watts*, the grand nephew, is lately dead, intestate, and administration of his goods, chattels, rights, and credits, hath been duly granted by the proper ecclesiastical court, to the said *John Watts*, party hereto; *And whereas* there is now due to the said *James Turner*, on the said recited security, the principal sum of five hundred pounds, all interest for the same having been discharged to the day of the date hereof; *And whereas* the said *James Turner* hath contracted and agreed with the said *John Watts*, for the absolute purchase of the said lands and premisses demised by the said recited indenture of lease, to the said *William Walker*, of the said parish of *Severnshoake*, for all the residue and remainder now to come and un-

The mortgagor
dead administra-
tion granted to
a party hereto.

Nothing due but
principal.

The present
mortgagee con-
tracts for the
purchase of the
equity of the
redemption.

The considera-
tion.

expired, of the said several and respective terms of one thousand years, and five hundred years so granted thereof as aforesaid, and all right and equity of redemption in and to the same as aforesaid for the price or sum of six hundred pounds, whereout is to be deducted or allowed the said principal sum of five hundred pounds, so remaining due to the said *James Turner* as aforesaid: Now THIS INDENTURE WITNESSETH that as well for and in consideration of the said sum of five hundred pounds, of lawful money of *Great Britain*, so remaining due to the said *James Turner* as aforesaid, as also for and in consideration of the sum of one hundred pounds of like lawful money, to the said *John Watts*, in hand paid, by the said *James Turner*, at and before the sealing and delivery of these presents, the receipt whereof being the full consideration for the absolute purchase of the several lands and premises aforesaid, and hereinafter mentioned, to be hereby assigned, he the said *John Watts* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and for ever discharge the said *James Turner*, his executors, administrators, and assigns by these presents; he the said *John Watts* hath granted, bargained, sold, assigned, released, transferred and set over, ratified and confirmed, and by these presents doth grant, bargain, sell, assign, release, transfer, and set over, ratify, and confirm unto the said *James Turner*, his executors, administrators,

The assignment.

tors, and assigns, all those the said messuages, or tenements, meese places, closes or parcels of land, and ground, and all and singular other the premisses comprised in the said recited indenture of lease, and thereby demised and granted, or therein mentioned and intended to be thereby demised or granted by the said *Penelope Hill*, to the said *William Watts* of the parish of *Severnspoake*, and so afterwards devolved upon the said *William Watts* the grand nephew, and by him, among other things so demised or mortgaged, to the said *Samuel Rose*, and so assigned or passed over by the said *Marmaduke Rose*, to the said *James Turner* as aforesaid, with their and every of their appurtenances, which said lands and premisses, now known by the name of *Rosess* otherwise *Walker's Grounds*, consist of a toft, barn, stable, cowhouse, and garden, and several closes, inclosures or parcels of ground, containing in the whole, by estimation, sixty acres or thereabouts, be the same more or less (the dwelling house, formerly standing thereon being pulled down) and are now in the tenure or occupation of *Edmund Mann*, his under-tenants or assigns; and the said lands and premisses now known by the name of the *Castle Hill*, consisting of a toft, and two pieces or parcels of pasture ground, containing together, by estimation, three acres, or thereabouts, be the same more or less (the dwelling house formerly standing thereon, being likewise pulled down) and are now in the tenure or occupation of

General words.

Habendum.

of *Henry Giles*, his under-tenants or assigns; all which said premisses are situate, lying, and being in the parish of *T.* in the said county of *Worcester*; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, term and terms of years yet to come and unexpired, use, trust, possession, benefit, property, and all right, power, and equity of redemption, as well prior or original, as mesne, derivative, or resulting, claim and demand whatsoever, both at law and in equity, of him the said *John Watts*, of, in, to or out of such several premisses, or any part thereof; together with the said several herein-before in part recited indentures, and all benefit and advantage thereof respectively; *To have and to hold the said messuages, tenements, meese places, tofts, closes, inclosures, pieces or parcels of land, and ground, and all and singular other the premisses herein before mentioned, or intended to be hereby assigned, with their and every of their appurtenances, unto the said James Turner, his executors, administrators, and assigns, from henceforth, for and during all the rest and residue and remainder now to come and unexpired, of the said several respective terms of one thousand years, and five hundred years, so in and by the said several herein before in part recited indentures of lease or demise granted thereof as aforesaid,*

ab-

absolutely freed, released, and discharged of and from all, and all manner of right, title, power, equity and benefit of redemption whatsoever; *And* the said *John Watts*, for himself his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *James Turner*, his executors, administrators, and assigns, by these presents, in manner following (that is to say) that for and notwithstanding any act, matter, or thing by him the said *John Watts*, or the said *Penelope Hill*, *William Watts* of the parish of *Severnshoake*, and *William Watts*, the grand nephew or any or either of them, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease or demise of the 15th day of *October* 1661, is at the time of the sealing and delivery hereof, a good subsisting and sufficient lease, valid in the law, of and for the premisses thereby demised, and not forfeited, surrendered, or become void or voidable; *And* that he the said *John Watts*, now hath in himself, good right, full power, and lawful authority to grant, assign, and transfer, release, ratify or confirm, all and singular the premisses mentioned or intended to be hereby assigned, with the appurtenances unto the said *James Turner*, his executors, administrators, and assigns, in manner and form aforesaid, and according to the true intent and meaning of these presents;

A covenant
from the af-
signor, that nei-
ther he, his in-
testate or any
other person
hath done any
act to incum-
ber.

That the lease
is valid,

and he hath
right to assign.

And

Covenant for
peaceable en-
joyment,

free from in-
cumbrances.

And that he the said James Turner, his executors administrators or assigns shall and may peaceably and quietly enter into, have, hold, occupy possess, and enjoy the said lands, tenements, hereditaments and premisses mentioned or intended to be hereby assigned, with the appurtenances, and receive and take the rents, issues, and profits thereof, and of every part thereof, from henceforth to grow due, to and for his and their own proper use and benefit, for and during all the rest and residue now to come and unexpired, of the said several and respective terms of one thousand years, and five hundred years therein, without the lawful let, suit, trouble or interruption, of or by the said John Watts, his executors or administrators, or any other person or persons lawfully claiming or to claim, by, from, under, or in trust for him, them or any of them, or the said Penelope Hill, William Watts, of the parish of Severnshoake, and William Watts, the grand nephew, or any or either of them; And that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise, by the said John Watts, his executors or administrators well and sufficiently saved, kept harmless, and indemnified, of, from, and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, wills, surrenders, re-entries, judgments, executions, extents, statutes, recognizances, arrears

rears of rent, taxes, assessments, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever. *And* And for further assurances. moreover, that he the said *John Watts*, his executors and administrators, and all and every other person and persons, having, or lawfully claiming, or to claim, any estate, right, title, trust, or interest, of, into, or out of the said premisses mentioned, or intended to be hereby assigned, or any part thereof, from, by, under, or in trust for him or them, or the said *Penelope Hill*, *William Watts* of the parish of *Severnshoake*, and *William Watts*, the grand nephew, any or either of them, shall and will at any time or times hereafter, upon the request and at the proper costs and charges, in the law, of the said *James Turner*, his executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, devises, and assurances in the law whatsoever, for the better, more perfect, and absolute conveying, assigning, and assuring, ratifying and confirming the said hereby assigned premisses, and every part and parcel thereof with the appurtenances unto the said *James Turner*, his executors, administrators, and assigns, for and during all the residue and remainder which shall be then to come and unexpired of the said several and respective terms of one thousand years

years and five hundred years therein, absolutely freed, released, and discharged of and from all and all manner of right, title, power, and equity of redemption whatsoever, as by the said *James Turner*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, and required. IN WITNESS, &c.

Settled by Mr. WESTON.

No. XII.

An Assignment from a Mortgagor, and a Release from a second Mortgagee to the first Mortgagee, and a Release of all the principal Money from first Mortgagee to the Mortgagor.

A lease recited.

THIS INDENTURE tripartite, &c. between *Ruth Wray* of, &c. spinster, of the first part; *Ann Paul* of, &c. widow, of the second part; and *George Paul* of *Ludgate-street, London*, broker, of the third part: Whereas, by indenture of lease bearing date on or about the 22d day of *September*, which was in the year of our Lord 1756, made between the right reverend father in God, *Thomas* lord bishop of *Oxford*, dean of the cathedral church of *St. Paul* in *London*, and the chapter of the same church of the one part; and the said *Ann Paul*, by the name and description of *Ann Paul of Ingatstone* in the county of *Essex*, widow, of the other part. The said dean and chapter, for the considerations therein mentioned, did

demise,

demise, grant, and to farm let, unto the said *Ann Paul*, all those two messuages, or tenements, situate and being on the south side of *Abright-lane*, otherwise *Addle-lane* or *street*, in the parish of *Aldermanbury*, late in the occupation of *Mrs. Vaughan* and *Mr. Giles*, and then of *Mr. Bartholomew Hose*, *Mr. John Gough*, and *Mr. John Paul*, abutting east, upon a messuage or tenement, then or then late in the occupation of ——; west, upon a messuage or tenement, then or then late in the occupation of ——; north, upon *Abright-lane*, otherwise *Addle-street* aforesaid; and south, upon a messuage or tenement, then or then late in the occupation of —; together with all shops, cellars, rooms, lights, easements, water-courses, commodities, and appurtenances whatsoever, to the said premisses belonging, or in any wise appertaining: the lengths, breadths, and dimensions of the toft, soil, and ground, of which said messuages or tenements are more particularly described in the scheme or ground-plot thereunto annexed; except all such lights and water courses as were then made in or run through the said messuages or tenements, and premisses thereby demised, or any part thereof from any other of the messuages or tenements belonging to the said dean and chapter. *To hold* (except before excepted) unto the said *Ann Paul*, her executors, administrators, and assigns, from the feast day of the annunciation

A mortgage
thereof recited.

tion of the blessed *Virgin Mary*, last past, before the date thereof, for and during, and unto the full end and term of forty years, at and under the yearly rent of four pounds five shillings, clear of taxes, payable quarterly as therein mentioned. *And whereas*, by indenture of assignment or mortgage, bearing date on or about the 11th day of *October 1756*, made between the said *Ann Paul* of the one part, and the said *George Paul* of the other part; reciting the aforesaid indenture of lease: and that the said *Ann Paul* by one bond or obligation, bearing even date therewith, was become bound to the said *George Paul* in the penal sum of five hundred and twenty pounds, conditioned for the payment of two hundred and sixty-pounds, with lawful interest at the time therein mentioned. The said *Ann Paul* for the better securing to the said *George Paul*, the payment of the said two hundred and sixty pounds and interest, according to the condition of the said bond, and for other the considerations therein mentioned, did grant, bargain, sell, assign, transfer, and set over unto the said *George Paul*, as well the said recited indenture of lease, as the said messuages or tenements, and all and singular other the premisses therein and thereby demised, with their and every of their appurtenances, and all the estate, right, title, interest, term of years then to come, and unexpired, benefit of renewal, property, claim, and demand whatsoever, of her

her the said *Ann Paul*, of, in, and to the same premisses, or any part or parcel thereof; to hold unto the said *George Paul*, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of forty years, in and by the said recited indenture of lease granted, and therein then to come and unexpired, subject to a proviso therein contained, for redemption of the said premisses, on payment to the said *George Paul*, of the said sum of two hundred and sixty pounds, and interest, according to the condition of the said recited bond, and in discharge of the same; and the said *Ann Paul* did thereby covenant to pay to the said *George Paul*, the said sum of two hundred and sixty pounds, and interest, according to the condition of the said bond; *And whereas* by one other indenture of assignment or mortgage, bearing date on or about the 10th day of *October*, in the year 1757, made between the said *Ann Paul*, by the description of *Ann Paul*, of the parish of *Saint Andrew, Holborn*, in the county of *Middlesex*, widow, of the one part; and the said *Ruth Wray*, party hereto, of the other part; reciting the said indenture of lease, the said *Ann Paul* for the considerations therein mentioned, did grant, bargain, sell, assign, transfer, and set over unto the said *Ruth Wray*, all and singular the said two messuages or tenements, and pre-

A further mort-
gage to another
person recited.

misses, with the appurtenances demised, to her the said *Ann Paul*, in and by the said recited indenture of lease, and all her right, title, interest, equity of redemption, property, claim, and demand whatsoever, of, in, and to the same, and every part thereof, to hold unto the said *Ruth Wray*, her executors, administrators, and assigns, from the day of the date thereof, for and during all the rest, residue, and remainder of the said term of forty years, in and by the said recited indenture of lease demised as aforesaid, and then to come and unexpired, subject to the payment of the rent, and the performance of the covenants in the said recited indenture of lease, reserved and contained, and subject to a proviso for redemption thereof, on payment to the said *Ruth Wray* of the sum of five hundred and twelve pounds ten shillings, in such manner, and on such days as therein is mentioned, as in and by the said recited indenture of lease, and indentures of assignment or mortgage, relation being thereto respectively had may appear; *And whereas* the said *Ruth Wray*, in or about *Hilary Term*, in the year 1759, preferred her bill, in his majesty's high court of Chancery, against the said *Ann Paul*, and *George Paul*, parties hereto, for payment of what was and should grow due to her for principal and interest on her said security, and in default thereof, that the said mortgaged

A bill to foreclose filed by the second mortgagor.

gaged premisses might be sold, and out of the money arising thereby, that the said *George Paul* might be paid what should appear to be due to him for principal and interest, on any mortgage that he had affecting the said premisses, prior to the said complainant's said demands, or that he might be compelled to reconvey all his interest in the said premisses, on payment of all principal money, and interest due to him and affecting the said premisses, prior to the said complainant's said mortgage, and that the said complainant might be repaid the same out of the money arising by sale of the said premisses, and that the said *Ann Paul* might be compelled to pay the said complainant, what should remain due to her on her said security, and what she should so pay to the said *George Paul*, more than what she should receive, by, and out of the money arising by sale of the said premisses; to which said bill the said *Ann Paul* and *George Paul*, severally put in their answer, and a receiver of the rents and profits of the said premisses was afterwards appointed by the court, as in and by the proceedings in the said cause, relation being thereto had may appear; *And whereas* there is now due to the said *George Paul*, for principal and interest, on his said recited security the sum of ——— pounds; *And whereas* one of the said messuages or tenements, in mortgage to the said *George Paul*,

To which bill
answers were
put in.

A recital of
what is due to
the first mort-
gagee.

A recital that one of the mortgaged houses is fallen down, and that the security is become insufficient to satisfy the first mortgagee, wherefore the second mortgagee hath agreed to assign her interest to the first mortgagee, and the mortgagor, on being discharged from the principal, &c. hath agreed to assign the equity of redemption.

The consideration.

and *Ruth Wray* respectively as aforesaid, is fallen down, and the other is so much damaged thereby, that the said premises are become not of sufficient value to answer and satisfy the principal money and interest due to the said *George Paul*, and therefore the said *Ruth Wray* hath agreed, in consideration of the sum of five pounds five shillings, to assign to the said *George Paul*, all her right and interest, in and to the said mortgaged premises, and the said *Ann Paul* hath also agreed, in consideration of being discharged from the principal money and interest owing by her to the said *George Paul* as aforesaid, to release to the said *George Paul*, all her right and equity of redemption in and to the same premises, and the said *George Paul* hath accordingly in pursuance of the said agreement delivered up to the said *Ann Paul* the said recited bond to be cancelled; Now THIS INDENTURE WITNESSETH, that for the consideration aforesaid, and of the sum of five pounds five shillings of lawful money of Great Britain, to the said *Ruth Wray*, in hand paid, by the said *George Paul*, at and before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge, and thereof acquit, release, and discharge the said *George Paul*, his executors, administrators, and assigns by these presents, and in consideration of the sum of five shillings, of like money to the said *Ann Paul*, in hand paid by the said *George Paul*,

Paul,

Paul, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Ruth Wray*, at the request and by the special direction and appointment of the said *Ann Paul* (testified by her being a party to and sealing and delivering these presents) hath remised and released, and the said *Ann Paul* hath granted, assigned, released, and confirmed, and by these presents, the said *Ruth Wray*, doth remise and release, and the said *Ann Paul*, doth grant, assign, release, and confirm unto the said *George Paul*, his executors, administrators, and assigns, all and every the said messuages or tenements, ground, hereditaments, and all and singular other the premisses, in and by the said recited indenture of lease, demised to the said *Ann Paul*, and by her assigned to the said *George Paul* and *Ruth Wray* respectively, in and by the said recited indenture of mortgage, or mentioned or intended to be thereby demised and assigned, with their and every of their rights, privileges, members, and appurtenances, and all the estate, right, title, interest, term of years to come, and unexpired, equity and benefit of redemption, property, claim, and demand whatsoever of them the said *Ruth Wray* and *Ann Paul*, or either of them, of, in, and to the same premisses, or any part thereof, together with the said recited indenture of lease and assignment thereof to the said *Ruth Wray*, *To have and to hold the said messuages*

Habendum.

The release
from the second
mortgagee.

The assignment
from the mort-
gagor.

Original Precedents

or tenements, ground, hereditaments, and all and singular other the premisses hereinbefore mentioned or intended to be hereby assigned, remised, and released, and every part and parcel thereof, with their and every of their appurtenances, unto the said *George Paul*, his executors, administrators, and assigns from henceforth, for and during all the rest, residue, and remainder now to come and unexpired, of the said term of forty years, in and by the said recited indenture of lease, granted thereof as aforesaid, absolutely freed and discharged, of and from all equity and benefit of redemption, subject nevertheless to the payment of the rent, and performance of the covenants and agreements in the said indenture of lease, reserved and contained on the tenant or lessee's part, from henceforth to be paid, done, and performed; *And the said Ruth Wray*, doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree, to and with the said *George Paul*, his executors, administrators, and assigns, that she the said *Ruth Wray*, hath not heretofore made, done, or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the said hereby assigned and released premisses, or any part thereof, is, are, shall, or may be impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever, **AND THIS INDENTURE FURTHER WITNESSETH**, that

Covenant that
no act has been
done to incum-
ber.

The release,

that the said *George Paul*, in pursuance of the said agreement, and for the considerations aforesaid, doth hereby acquit, release, and discharge the said *Ann Paul*, her heirs, executors, and administrators, of, and from all and every sum and sums of money due or owing, by, or from her the said *Ann Paul*, to the said *George Paul*, upon or by virtue of the said recited indenture of mortgage of the 11th day of *October 1756*, and of and from the said recited covenant entered into by the said *Ann Paul*, to the said *George Paul*, for payment of the principal money and interest secured thereby, and all claims and demands on account thereof. IN WITNESS, &c.

from the first
mortgagee to
the mortgagor.

I approve of this draught,
W. RIVET.

*An Assignment of an Exchequer Annuity.—Settled
by Mr. FILMER.*

No. XIII.

TO ALL TO WHOM THESE PRESENTS shall come, *Francis Fisb* of, &c. and *Sarab Poe* of, &c. send greeting, *Whereas* the said *Francis Fisb* and *Sarab Poe*, stand intitled to one exchequer annuity of ten pounds *per annum*, originally purchased upon the encouragement of an act of parliament, (entitled *An act for continuing an additional subsidy of tonnage and poundage, and certain duties upon coals, culm, and cynders; and additional duties of*

The annuity
recited.

excise, and for establishing a fund thereby, and by other ways and means, for payment of annuities to be sold for raising a further supply to her majesty for the service of the year 1706, and other uses therein mentioned) the order whereof is dated the two and twentieth day of *Februay 1705*, and N°. 395. Now KNOW YE, that for and in consideration of the sum of — pounds, of lawful money of *Great Britain*, to them the said *Francis Fisb* and *Sarab Poe*, in hand, at and before the sealing and delivery of these presents, well and truly paid by *Arthur Bell* of, &c. the receipt whereof the said *Francis Fisb* and *Sarab Poe* do hereby acknowledge, and thereof and of and from every part and parcel thereof, do hereby acquit, release, and discharge the said *Arthur Bell*, his executors and administrators, for ever by these presents. They

The assignment. the said *Francis Fisb* and *Sarab Poe*, have, and each of them hath, bargained, sold, assigned, transferred, and set over, and by these presents do, and each of them doth, bargain, sell, assign, transfer, and set over, unto the said *Arthur Bell*, his executors, administrators, and assigns, the said exchequer annuity of ten pounds *per annum*, and the said order N°. 395, together with the tallies thereto belonging. And all the right, title, interest, property, and estate whatsoever, of them the said *Francis Fisb*, and *Sarab Poe*, or either of them, of, in, and to the same. *To have and to hold, receive and enjoy*

Nabendum.

enjoy the said exchequer annuity of ten pounds *per annum*, and the order and tallies thereto belonging, and the full and whole benefit thereof, unto and by him the said *Arthur Bell*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the term of years therein yet to come and unexpired. IN WITNESS, &c.

Assignment of an Exchequer Annuity from a surviving Executor.—Settled also by Mr. FILMER.

No. XIV.

THIS INDENTURE tripartite, &c. between *Abel George* of, &c. surviving executor of the last will and testament of *Ann Doe* of, &c. of the first part; *T. G.* of, &c. *M. G.* of, &c. *G. G.* of, &c. and *S. G.* of *Lisbon* in the kingdom of *Portugal*, merchant, but at present in *London*, of the second part; and *John Gale* of, &c. of the third part: Whereas the said *Ann Doe*, in her lifetime, and at the time of her death, was intitled unto one exchequer annuity of sixty-six pounds a-year, originally purchased upon the encouragement of an act of parliament (entitled An act for continuing an additional subsidy of tonnage and poundage, and certain duties upon coals, culm, and cynders, and additional duties of excise, and for settling and establishing a fund thereby, and by other ways and means, for payment of annuities, to be sold for raising a further supply to her majesty

A recital that
the testatrix
was intitled to
an exchequer
annuity.

for the service of the year 1706, and other uses therein mentioned) the order whereof is dated the 31st day of *October* 1706, and numbered 2022, and which annuity was made payable for ninety-nine years, to be accounted from the 25th day of *March* 1706, and hath four

A will recited whereby the residue of a personal estate was bequeathed to a feme covert for life, and assigned to her issue.

tallies thereunto belonging. *And whereas* the said *Ann Doe*, before her death, duly made and published her last will and testament in writing, bearing date the — day of — 17 —, and thereby after bequeathing some few legacies, gave and devised all the residue and remainder of her estate (of which residue the above mentioned exchequer annuity was part) unto her loving brothers *John George* of *London*, esquire, and the said *Arthur George* party to those presents, whom she appointed executors of her said will. In trust amongst other things to pay the whole yearly income and interest of her said estate, to her daughter *Jane*, upon her own sole and separate receipt, without any the controul or intermeddling of the above named *John Gale*, her then husband, during their joint lives; and in case her said daughter should die before the said *John Gale*, leaving issue of their marriage, then in trust to divide her said estate amongst such issue at their respective ages of twenty-one years, share and share alike, and to apply the interest of such her estate towards their respective maintenance and education, till they should have attained their said respective

ages

ages of twenty-one years, as by the said will may appear; *And whereas* the said *John George* and *Arthur George*, soon after the testatrix's death, duly proved the said will, together with a codicil thereto, in the Prerogative court of the archbishop of *Canterbury*; *And whereas* the said *John George*, one of the said testatrix's executors, departed this life sometime in the year 17—, and the said *Jane*, the wife of the said *John Gale*, also departed this life, on or about the — day of — 17—, leaving issue by the said *John Gale*, four children, to wit, the above named *T. G. M. G. G. G.* and *S. G.* parties to these presents, who having all attained their respective ages of twenty-one years, did thereupon and by virtue of the said testatrix's said will, become intitled to all the residue and remainder of the said testatrix's estate; *And whereas* the said *Arthur George* the surviving executor of the said testatrix hath accordingly paid, assigned, transferred, or delivered all the said residue and remainder of the said testatrix's estate, save and except the said Exchequer annuity of sixty-six pounds a year, unto and equally amongst the said *T. G. M. G. G. G.* and *S. G.* who have since applied to and requested the said *Arthur George*, to sell and dispose of the said Exchequer annuity, in order to pay and divide the produce thereof equally to and amongst them; *And whereas* the said *John Gale* hath agreed to purchase the said Exchequer

one executor
dead.

Four children
entitled to the
Exchequer an-
nuity as part of
testatrix's per-
sonal estate
which a party
hereto has a-
greed to pur-
chase.

The consideration.

The assignment.

Habendum.

Exchequer annuity, at and for the price or sum of —— pounds, being the present market price thereof; Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of —— pounds of lawful, &c. to him the said *Arthur George*, in hand, at and before the sealing and delivery of these presents, well and truly paid by the said *John Gale*, the receipt whereof the said *Arthur George* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, release, and discharge the said *John Gale*, his executors and administrators for ever, by these presents, he the said *Arthur George*, at the request, and by and with the consent, direction, and appointment of the said *T. G. M. G. G. and S. G.* testified by their being made parties to, and their sealing and delivering these presents respectively, hath bargained, sold, assigned, transferred, and set over and by these presents, doth, bargain, sell, assign, transfer, and set over unto the said said *John Gale*, his executors, administrators, and assigns, the said Exchequer annuity of sixty-six pounds a-year, and the said order N° 2022, together with the tallies thereto belonging, and all the right, title, interest, property, and estate whatsoever, of him the said *Arthur George*, of, in and to the same, *To have and to hold, receive, and enjoy the said Exchequer annuity of sixty-six pounds a-year, and the order, and tallies thereto belonging, and the full and whole*

whole benefit thereof, unto and by him the said *John Gale*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of ninety-nine years therein yet to come and unexpired. IN WITNESS, &c.

Assignment of a Bond.—Settled by Mr. Booth.

No. XV.

THIS indenture, &c. between *William Tew*,
of, &c. of the one part; and *Titus Amos*,
of, &c. of the other part; Whereas *F. P.* of, &c.
J. B. of, &c. and *A. S.* of &c. by their bond or
obligation, under their hands and seals, bearing
date the — day of — 17 —, stand jointly
and severally bound to the said *William Tew*,
in the penal sum of five hundred pounds, with
condition thereunder written, reciting, that
whereas the said *William Tew*, by authority
from *J. D.* gentleman, deputy marshal of the
Marshalsea, of his majesty's most honourable
household, and keeper of the prison of the
ancient court of our sovereign lord the king,
of the *Marshalsea*, of his majesty's most honor-
able household, and of the prisoners therein
being, and also sub-martial of the court of our
sovereign lord the king, of the king's palace,
at *Westminster*, and keeper of the prison of the
said court, and the prisoners therein being,
had, by and with the approbation of *Sir P. M.*
marshal of the said household, and one of the
judges of the said palace court, the custody
and

A bond of in-
demnity from
several persons
recited.

and safe keeping of the prisoners in the *Mart*
sbalsea prison, in *Southwark*, being under his
care and charge, at the request and desire of
the said *F. P.* entertained and admitted him
the said *F. P.* to be a servant to him the said
William Tew, in the place and office of clerk
of the keeper of the prison, during the will and
pleasure of him the said *William Tew*; if there-
fore the said *F. P.* indemnified the said *William*
Tew, against all escapes which should hap-
pen by the neglect, privity, or consent of the
said *F. P.* or any persons employed by him,
by any prisoner or prisoners then or thereafter
committed unto or left in the custody of the
said *J. D.* or the said *William Tew* during the
time the said *F. P.* should continue servant or
keeper's clerk as aforesaid, and from all actions
and suits which should be brought against the
said *Sir P. M. J. D.* or the said *William Tew*,
by reason of such escapes, and from all da-
mages and demands which the said *Sir P. M.*
J. D. or the said *William Tew*, or his securities,
should sustain concerning the same, or any
other thing happening by reason of the non-
performance, mis-performance, or negligence
of the said *F. P.* in his said office; and also if
the said *F. P.* at all times thereafter, should
make a just and true account with, and pay-
ment to the said *William Tew*, for all such fees,
fines, and sums of money to him the said
William Tew, or to the said *J. D.* or to any
of the judges or officers of the said court
belonging

belonging, which he, or any person intrusted by him, should receive of any prisoners or other persons in that behalf, or for which he should give credit to any prisoners or other persons, and also if the said *F. P.* should pay the said *William Tew*, all such sums of money as he or any one intrusted by him should receive for the use of any plaintiff or plaintiffs, at whose suit any prisoner then did, or hereafter should stand charged with, in the custody of the said *J. D.* or the said *William Tew*, in the said prison; and if he the said *F. P.* should faithfully perform all other services and things which to the said office or place of keeper's clerk and servant to the said *William Tew*, belonged during his continuance in such office, the said obligation was to be void, or else to remain in full force and virtue, as by the said bond or obligation, and conditions thereof, relation being thereunto had, will more fully appear. *And whereas* the said *F. P.* on the — day of — last, was indebted to the said *William Tew*, in the sum of — pounds, for fines and fees received by him, for the use of the said *William Tew*, as servant or keeper's clerk, as aforesaid, or otherwise, on account of his said office, as by an acknowledgment thereof under the hand of the said *F. P.* bearing date the said — day of — last appears, which said sum of — still remaining justly due and owing from the said *F. P.* to the said *William Tew*: Now THIS

A recital that
the person for
whose fidelity
such bond was
given was in-
debted to the
obligee.

INDEN-

Original Precedents

The obligee
therefore assigrns
the said bond
and all monies
due to him
thereunder,

INDENTURE WITNESSETH that the said *William Tew*, for and in consideration of the sum of — pounds of lawful money of *Great Britain*, to him in hand paid, by the said *Titus Amos*, at or before the sealing and delivery of these presents, the receipt whereof he the said *William Tew*, doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release, and discharge the said *Titus Amos*, his executors, administrators, and assigrns, and every of them, by these presents, hath assigrned, transferred, and set over, and by these presents doth assigrn, transfer, and set over unto the said *Titus Amos* his executors, administrators, and assigrns, as well the said recited bond or obligation, as the said sum of — pounds, so due and owing from the said *F. P.* to the said *William Tew* as aforesaid, and all his estate, right, title, interest, claim, and demand whatsoever, of, in, or to the said premisses hereby assigrned, and every part thereof, *To have and to hold* as well the said recited bond or obligation as the said sum of — so due and owing from the said *F. P.* to the said *William Tew*, as aforesaid, unto the said *Titus Amos*, his executors, administrators, and assigrns, to his and their own use, *And* for the consideration aforesaid, he the said *William Tew* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Titus Amos*, his executors, administrators,

and gives a power of attorney,
to the assigrnee
to recover.

tors, and assigns, his true and lawful attorney and attorneys, irrevocable, in the name of him the said *William Tew*, or in his or their own name or names, but to and for the sole proper use and behoof of him the said *Titus Amos*, his executors, administrators, and assigns, to ask, demand, sue for, recover, and receive, of, and from the said *F. P. J. B.* and *A. S.* any or either of them, their, any or either of their heirs, executors, or administrators, the said hereby assigned premisses, and every part thereof, and upon receipt thereof, or of any part thereof, acquittances or other discharges, in the name of him the said *William Tew*, or in his or their own name or names, to make, seal, and deliver, and for non-payment thereof, to arrest, imprison, implead, and out of prison to deliver the said *F. P. J. B.* and *A. S.* or any or either of them, their any or either of their heirs, executors, or administrators, and to agree and compound for the same as shall seem requisite to him the said *Titus Amos*, his executors, administrators, or assigns, giving and hereby granting unto his said attorney, full power to act and do in the premisses, as fully to all intents and purposes as he the said *William Tew* might or could do, if these presents had not been made; And the said *William Tew*, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said *Titus Amos*, his executors, administrators,

VOL. I. NO. IV.

S and

Covenant that
the bond is in
full force, and
shall so remain.

and assigns, by these presents, that the said bond or obligation now stands in full force and virtue, and that he the said *William Tew*, hath not done, nor hereafter shall or will do any act, matter, or thing whatsoever, whereby to release or discharge the said bond or obligation, or the said sum of —— pounds, hereby assigned, or any part thereof, nor revoke the power and authority hereby given, or obstruct, or hinder the said *Titus Amos*, his executors, administrators, or assigns, in recovering, receiving, and getting in the same, but shall and will permit and suffer the said *Titus Amos*, his executors, administrators, or assigns, peaceably and quietly to recover and receive the said assigned premises, to his and their own use and uses, hereby ratifying and confirming all and whatsoever the said *Titus Amos*, his executors, administrators, or assigns, shall lawfully do, or cause to be done, in or about the execution of these premises, by virtue of these presents; *And further*, that he the said *William Tew*, his executors, administrators, and assigns, shall and will, from time to time, and at all times hereafter, at the request, costs, and charges of the said *Titus Amos*, his executors, administrators, or assigns, make, do, and execute such further and other assurances in the law, for the better assigning the said premises, and enabling him the said *Titus Amos*, his executors, administrators, or assigns, to recover, receive, and get in the same, as he or they, or his or their

Covenant for
further as-
surances.

their counsel, shall reasonably devise, or advise, and require; *And the said Titus Amos, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said William Tew, his executors, administrators, and assigns, by these presents, that he the said Titus Amos his executors, administrators, and assigns, some or one of them, shall and will from time to time and at all times hereafter well and sufficiently save, defend, keep harmless, and indemnified the said William Tew, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of, from, and against all costs, damages, and expences that shall happen to come to him or them, for or by reason or means of any action or actions, suit or suits, or other proceedings whatsoever, to be had, made, brought or prosecuted in the name of the said William Tew, his executors or administrators, by virtue of any power or authority herein or hereby given. IN WITNESS, &c.*

Covenant from
the assignee to
indemnify the
assignor from
costs, &c.

An Assignment of a Bond as a collateral Security.

No. XVI.

THIS INDENTURE made, &c. between *Robert King, of, &c. of the one part; and William Watkins, of, &c. of the other part; Whereas Richard Giles, of, &c. in and by one bond or obligation, bearing date the — day of — which was in the year of*

A recital that
a person hath
entered into a
bond to the
assignor, for se-
curing sum.
with interest.

our Lord 17—, became bound to the said *Robert King*, in one thousand pounds, conditioned for the payment of five hundred pounds, on the —— day of —— which was in the year of our Lord 17—, with lawful interest for the same; *And whereas* the said *Robert King*, in and by his bond or obligation bearing date the —— day of —— last past, became bound to the said *William Watkins*, in five hundred pounds, conditioned for the payment of the sum of two hundred and fifty pounds, on the —— day of —— now next ensuing, with lawful interest for the same, and the said *Robert King*, also in and by his other bond or obligation, bearing even date herewith, became bound to the said *William Watkins*, in another sum of five hundred pounds, conditioned for the payment of the further sum of two hundred and fifty pounds on the said —— day of —— now next ensuing, with lawful interest for the same, and the said *Robert King*, for the further and better securing the payment of the said several sums of two hundred and fifty pounds, and two hundred and fifty pounds, (making together the principal sum of five hundred pounds) with interest for the same respectively, according to the conditions of the said two several last in part recited bonds or obligations, hath proposed and agreed to transfer and assign over, to the said *William Watkins*, by way of additional and collateral security, the said herein

That the assignor hath entered into two bonds for the payment of 500 l. with interest to the assignee,

and hath agreed to assign the first bond, as a collateral security.

in before recited bond or obligation so entered into by the said *Richard Giles*, to the said *Robert King* as aforesaid, and the principal money and interest due thereon, or secured, or recoverable thereby, or by means thereof, in manner herein after mentioned: Now **THIS** The considera-
tion. **INDENTURE WITNESSETH**, that the said *Robert King*, for the considerations aforesaid, and also in consideration of the sum of five shillings of lawful money of *Great Britain*, to him in hand paid by the said *William Watkins*, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; hath bargained, assigned, transferred, The assignement. and set over, and by these presents, doth bargain, assign, transfer, and set over unto the said *William Watkins*, his executors, administrators, and assigns, the said herein before recited bond or obligation, so given and entered in by the said *Richard Giles*, to the said *Robert King* as aforesaid, and all his the said *Robert King*'s interest therein, and all the benefit and advantage thereof, and all sum and sums of money, principal money and interest, secured or recoverable thereupon, or by means thereof, and which is or are now due and owing, or which shall or may hereafter grow due thereon, and all powers and remedies which he the said *Robert King* hath, or ever had, for the recovery of the same; Habendum. **To have bold, receive and take all and**

Power of attorney given to the assignee to receive and recover the money secured by the first bond.

singular the premisses hereby assigned, or intended so to be, and the whole benefit and advantage thereof, and all monies arising therefrom, unto the said *William Watkins*, his executors, administrators, and assigns, to, and for his and their own proper use and benefit; *And* the said *Robert King*, for the considerations aforesaid, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *William Watkins*, his executors or administrators, his the said *Robert King's* true and lawful attorney and attorneyes, irrevocable, giving to him and them full power and authority, in the name or names of him the said *Robert King*, his executors or administrators, to ask, demand, sue for, recover, levy, and receive all and every sum and sums of money now due and owing, for principal and interest on the said bond or obligation hereby assigned or mentioned, or intended so to be, or that shall or may hereafter grow or accrue due thereon, to and for the sole use and benefit of him the said *William Watkins*, his executors, administrators, and assigns, in such manner, and by such process and lawful means as he the said *William Watkins*, his executors, administrators, or assigns, or any of them shall be advised and think proper, and upon receipt thereof, or upon satisfaction being given to the said *William Watkins*, for the same, in the name of the said *Robert King*, his executors or

ad-

administrators, or any of them, or in the name or names of him the said *William Watkins*, his executors, administrators, or assigns, to release and discharge the said *Richard Giles*, his heirs, executors, and administrators from the same, and further, to do and perform all and every other lawful act and acts, thing and things necessary and expedient to be done, for the recovering, obtaining, getting in, receiving, or discharging the monies due and payable, or that shall hereafter grow due and payable on the said hereby assigned bond or obligation, as to the said *William Watkins*, his executors, administrators, or assigns, shall be thought advisable and expedient, and one or more attorney or attorneys under him or them, for the purposes aforesaid, to constitute and appoint, and again at his or their pleasure to revoke;

And the said Robert King, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *William Watkins*, his executors, administrators, and assigns, that he the said *Robert King*, hath not at any time heretofore done or committed, nor shall or will at any time hereafter, do or commit any act, matter, or thing whatsoever, whereby or by means whereof the said hereby assigned bond or obligation, or the money secured thereby, or any part thereof, or any process, proceedings, suit, judgment, or writ of execution whatsoever, that shall or may be had, taken, commenced, or prosecuted thereon

Covenant from
the assignor that
he hath not
done, nor will
do any act to
release or dis-
charge, &c.

Proviso of re-
demption.

in pursuance of these presents, or any power or authority hereby given or granted, is, are, shall or may be in anywise released, impeached, or discharged, assigned, revoked, hindered, or avoided, but shall and will from time to time, and at all times, avow and own, ratify and confirm, all such matters and things, writs, process, executions, and proceedings as he the said *William Watkins*, his executors, administrators, or assigns, or any other person or persons by his or their procurement or direction shall in pursuance of these presents, do, commence, bring, or prosecute, upon or by reason or means of the said bond or obligation, and premisses hereby assigned, in anywise; PROVIDED ALWAYS, and it is hereby agreed, by and between the said parties to these presents, that if the said *Robert King*, his heirs, executors, or administrators, or any of them, do and shall well and truly pay, or cause to be paid unto the said *William Watkins*, his executors, administrators, or assigns, at or in the common dining hall of the *Middle Temple, London*, the said several and respective principal sums of two hundred and fifty pounds, and two hundred and fifty pounds of lawful money of *Great Britain*, with lawful interest for the same respectively, at or upon the day appointed for the payment thereof, in and by the said two several herein before mentioned conditions of the said recited bonds or obligations so entered into,

into, and given by the said *Robert King*, to the said *William Watkins* as aforesaid, and according to the true intent and meaning of the same respectively, then this present indenture, and every matter, clause, and thing herein contained, shall immediately from thenceforth cease, determine, and be absolutely void, to all intents and purposes whatsoever, any thing herein before contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

I approve of this draft,

M. DUANE.

An Assignment of two Bonds from an Executor to a Legatee, and a Release from the Legatee.—Settled by Mr. WILBRAHAM.

NO. XVII

THIS INDENTURE, &c. between *Jane Rose* of, &c. executrix of the last will and testament of *Edward Rose* late of, &c. citizen and barber of *London*, her late husband deceased, of the one part, and *William Rose* of, &c. son of the said *Edward Rose* deceased, of the other part. Whereas by virtue, &c. [here recite testator being possessed of an exchequer annuity] And whereas *S. T.* senior, and *S. T.* junior, of, &c. by their bond or obligation, under their hands and seals, bearing date the — day of —, which was in the year of our Lord —, became jointly and severally

The testator in-
titled to an ex-
chequer annui-
ty.

Two bonds to
the testator re-
cited.

rally bound to the said *Edward Rose* deceased, by the description of *Edward Rose* of, &c. in the penal sum of four hundred pounds, conditioned for payment unto the said *Edward Rose* his executors, administrators, or assigns, of the sum of two hundred pounds on the — day of — then next. *And whereas* E. E. junior, of &c. by his bond or obligation, &c. [bere recite another bond] as in and by the said recited bonds or obligations, with the conditions thereof, relation being thereunto respectively had more fully may appear. *And whereas* the said *Edward Rose* died on or about the — day of — last, having first made his last will and testament in writing, and therein after giving some few pecuniary legacies, and amongst them to his son *George Rose* the sum of one hundred pounds (if alive), not having, as he therein says, heard from him for near twenty years past, he gave unto the said *Jane Rose* all his own third of the residue of his estate, besides her own third, which he therein says, was her right by law, and all his plate, money in hand, and household goods, she paying all his debts and funeral expences; and he also gave to the said *William Rose* the other third of his estate for himself and children after him; when all necessary charges and expences were allowed for and deducted, and particularly the legacies, and he declared his will to be, that all his stock in the *South Sea Company* should be possessed by the

A recital that
the testator died,
and by his will
gave the annuity
and bonds to his
son.

said *Jane Rose* as part of her two-thirds of his estate; and five hundred pounds in cash out of the money in the hands of the said *E. E.* for which he therein says he had two bonds, one of five hundred pounds, the other of two hundred pounds; the two hundred pounds, the testator therein says, he assigns to the said *William Rose*; and also two hundred pounds in the hands of the aforesaid *S. T. senior*, and *S. T. junior*, and an annuity of fourteen pounds *per annum*, which the testator therein says he values at three hundred pounds, together, seven hundred pounds, and made the said *Jane Rose* sole executrix of his said will, as by the said will duly proved by the said executrix in the prerogative court of *Canterbury*, relation being thereto had may more fully appear. *And whereas* the said recited exchequer annuity and order, is the annuity of fourteen pounds *per annum*, which the said testator, in the said recited will says, he assigns to the said *William Rose*; and the said two recited bonds were taken by the said testator for the sums of two hundred pounds, and two hundred pounds which by his said will he says he assigns to the said *William Rose*. *And whereas* the said *George Rose*, the son, if living at the time of the death of the said testator, was intitled to a share of the orphanage part of the said testator's estate, by virtue of the custom of the city of *London*, in which case the annuity of fourteen pounds *per annum*,

That the testator had another son who had not been heard of for twenty years, who would be intitled under the custom of London.

annum, and two bonds of two hundred pounds each, will be more than the said *William Rose's* share of the said testator's personal estate amounts unto. And whereas the said *William Rose* alledges that from the length of time elapsed since the said *George Rose* was heard of, there is great reason to believe he died before the said testator, and hath requested the said *Jane Rose* to assign over to him the said annuity of fourteen pounds *per annum*, and two bonds of two hundred pounds each, which the said *Jane Rose* hath consented to, on his, the said *William Rose's*, agreeing to accept the same in full of all demands out of the said testator's personal estate, and indemnifying her as herein after mentioned.

And whereas the said *Jane Rose* in part performance of the said agreement on her part, hath by deed-poll of assignment, bearing even date herewith, assigned to the said *William Rose*, his executors, administrators, and assigns, the said annuity, tally, and order, for the remainder of the term to come therein as in and by the said recited deed-poll of assignment, relation being thereunto had may appear.

Now THIS INDENTURE WITNESSETH, that the said *Jane Rose* in pursuance and full performance of the said agreement on her part, and for and in consideration of the sum of five shillings of lawful money of *Great Britain*, to her in hand, at or before the sealing and delivery of these presents by the said *William Rose*

By the present
deed she there-
fore assigns the
bonds,

Rose

Upon a pre-
sumption that
such son is dead,
the executrix
hath consented
to assign the an-
nuity and bonds,
and by deed-poll
recited she hath
assigned the an-
nuity.

Rose well and truely paid, the receipt where-
of she the said *Jane Rose* doth hereby acknow-
ledge; Hath granted, assigned, transferred,
and set over, and by these presents doth grant,
assign, transfer, and set over, unto the said
William Rose, his executors, administrators, and
assigns, as well the said two several bonds
or obligations, as all monies due, and to grow
due thereon respectively, and all benefit and
advantage of the same. *To have, hold, receive,*
take, and enjoy, the said two several bonds or
obligations, and all benefits and advantages of
the same, and all monies due and to grow due
*thereon respectively, unto the said *William Rose*,*
his executors, administrators, and assigns for
ever, as his and their own proper goods, chattle-
s and estate, for his and their own proper
use and behoof. *And the better to enable the*
*said *William Rose*, his executors, administrators,*
and assignes, to get in and receive, all sum and
sums of money due, and to grow due on the said
*recited bonds respectively, she the said *Jane Rose**
hath made, ordained, constituted, and appoint-
ed, and by these presents doth make, ordain,
*constitute, and appoint the said *William Rose*,*
his executors, administrators, and assignes, her
true and lawful attorney and attorneyes, irrevoc-
able in her name, place, or stead; but to and
for the proper use and behoof of him the said
**William Rose*, his executors, administrators,*
and assignes, to ask, demand, and sue for, recov-

and grants a
power of attor-
ney to the son
to recover, &c.

ver

ver and receive of and from the said *S. T.* senior, *S. T.* junior, and *E. E.* respectively, their respective heirs, executors, and administrators, all and every sum and sums of money due and to grow due from them respectively, on the said bonds hereby assigned. And upon receipt of the same respectively, or any part of either of them, acquittances, or other sufficient discharges in her name, or in his or their own name or names, to make and give, and further to do, execute, and perform, all and every such further and other lawful and reasonable act and acts, thing and things, as shall be requisite or necessary for the recovering, obtaining, and getting in all and every sum and sums of money due and to grow due on the said bonds hereby assigned, or either of them, as fully and effectually, to all intents and purposes, as she the said *Jane Rose*, her executors or administrators, might or could do if personally present, and these presents had not been made, she the said *Jane Rose* hereby ratifying and confirming all and whatsoever the said *William Rose*, his executors, administrators, or assigns, shall lawfully do, or cause to be done, in or about the premisses by virtue of these presents.

**Covenant from
the executrix
that the bonds
are not released,
&c.**

And the said *Jane Rose* for herself, her heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *William Rose*, his executors, administrators, and assigns, by these presents in manner following;

(that

(that is to say) That she the said *Jane Rose*, hath not received, released, or discharged; and that she, her executors or administrators, shall not, nor will, at any time or times hereafter, revoke, release, or discharge the said two bonds hereby assigned or intended to be assigned, or either of them, or any the monies due and to grow due thereon respectively, or any part thereof, nor any ways revoke, countermand, disanull, make void, or defeat, any power, authority, matter, or thing herein contained; nor release, discontinue, disavow, or obstruct, any action or actions, suit or suits, or other proceedings which shall or may be commenced or prosecuted by the said *William Rose*, his executors, administrators, or assigns, by virtue or in pursuance of these presents; nor do execute or commit nor permit, or suffer to be done or executed, any act, matter, deed or thing whatsoever, whereby, or by means whereof, the said *William Rose*, his executors, administrators, or assigns, shall or may be prevented, retarded, or obstructed in, or from, the executing, performing, and acting, according to any power, authority, matter or thing herein contained; or in or from the having, recovering, or receiving of the said hereby assigned premisses or any part thereof. *And lastly*, that she the said *Jane Rose*, her executors or administrators, shall and will at any time or times hereafter, upon the reasonable request, and at

the
For further as-
furances.

the proper costs and charges of him the said *William Rose*, his executors, administrators, or assigns, do execute and perform, or cause to be done, executed, and performed, all and every such further and other lawful and reasonable act, deed, or thing, acts, deeds, or things whatsoever, for the further, better, and more perfect assigning and making over to the said *William Rose*, his executors, administrators, and assigns, and enabling him and them to have, recover, and receive the said bonds hereby assigned or either of them, and all monies due and to grow due thereon respectively, as by the said *William Rose*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required. AND THIS INDENTURE FURTHER WITNESSETH, that the said *William Rose*, for the considerations aforesaid, and in pursuance and performance of the said agreement on his part, hath remised, released, and for ever quit claimed, and by these presents, doth remise, release, and for ever quit claim unto the said *Jane Rose*, her heirs, executors, and administrators, and every of them, all, and all manner of action and actions, suits, prosecutions, accounts, reckonings, legacies, bequests, sum and sums of money, debts, dues, duties, claims, and demands whatsoever, both at law and in equity or otherwise howsoever, which, against the said *Jane Rose*, either in her own right, or as executrix

A general release
from the son to
the executrix.

trix of the last will and testament of the said *Edward Rose* deceased, he the said *William Rose* now hath, or ever had, or can, or may, at any time or times hereafter have, claim, challenge or demand for or in respect of the aforesaid bequest of a third part of the residue of the estate of the said *Edward Rose* deceased, given to the said *William Rose* by the will of the said *Edward Rose*, or for on account or by reason or means of any other matter, cause, or thing whatsoever, from the beginning of the world unto the day of the date of these presents. *And* the said *William Rose*, for the considerations aforesaid, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and agree to and with the said *Jane Rose*, her executors and administrators, by these presents in manner following; (that is to say) That if it shall hereafter appear that the said *George Rose*, the son, was living at the time of the death of the said testator, and the said *George Rose*, the son, his executors, administrators, or assigns, shall claim or demand of the said *Jane Rose*, her executors or administrators, his, the said *George Rose*'s share of the orphanage part of the estate of the said *Edward Rose* deceased, by virtue of the custom of the city of *London*: that then he the said *William Rose*, his heirs, executors, or administrators, shall and will within the space of twenty-days next after notice to him or them,

A covenant from
the son to re-
fund a propor-
tional part of
the monies, in
case the other
son shall ap-
pear to have
been living at
the testator's
death,

and to indemnify the executrix.

given in that behalf, well and truly pay, or cause to be paid unto the said *Jane Rose*, her executors or administrators, so much lawful money of *Great Britain*, as the said exchequer annuity and two bonds hereby assigned shall amount unto more than his, the said *William Rose*'s share of the personal estate of the said testator, by virtue of the said recited will, custom of the said city of *London* or otherwise. *And also* that he the said *William Rose*, his heirs, executors, and administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified her the said *Jane Rose*, her executors and administrators, and the estate of the said *Edward Rose* deceased, of and from all claims and demands that shall or may be made thereout, by the children of him the said *William Rose*, any or either of them, or any person or persons claiming or to claim, by, from, or under them, any or either of them, by virtue of the said recited will or otherwise howsoever; and of and from all costs, charges, damages, and expences that shall or may happen, or come to her or them, or the estate of the said *Edward Rose* deceased, for or by reason or means thereof, or for or by reason or means of her having assigned the said exchequer annuity and bonds to the said *William Rose*, his executors, administrators, and assigns as aforesaid, or any thing relating thereto. *IN WITNESS, &c.*

An Assignment of a Mortgage to attend the Inheritance, and Confirmation thereof by the Mortgagors.—Settled by Mr. RIVET.

No. XVIII.

THIS INDENTURE quadrupartite, &c. between *Arthur Gale* of, &c. of the first part; *Matthew Dutch* of, &c. and *Mary* his wife, only daughter and devisee in the last will and testament of *George Meers*, late of, &c. deceased, and *George Meers* of, &c. son and heir of the said *George Meers* deceased, of the second part; *Paul Ellis* of, &c. of the third part; and *Peter Doe* of, &c. of the fourth part. Whereas by indenture of three parts, bearing date on or about the— day of —, in the year of our Lord —, made between the said *Matthew Dutch* and *Mary* his wife, of the first part; the said *George Meers* party hereto of the second part; and *Ann Brown* of, &c. of the third part; It is witnessed, that in consideration of the sum of — pounds in hand paid, to the said *Matthew Dutch*, and *Mary* his wife, and also of the sum of ten shillings to the said *George Meers* in hand paid, by the said *Ann Brown*; they the said *Matthew Dutch* and *Mary* his wife, and the said *George Meers*, did demise, grant, bargain, and sell, unto the said *Ann Brown*, all, &c. and all houses, outhouses, buildings, barns, stables, orchards, gardens, woods, underwoods, commons, and common

A mortgage by
demise for one
thousand years
recited.

of pasture, profits, commodities, and appurtenances to the said messuages or tenements, and other the premisses belonging, or in anywise appertaining as part, parcel, or member thereof. And the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; all which said premisses were purchased in fee by the said *George Meers*, the elder, deceased, of and from, &c. and were by the said *George Meers*, the elder, deceased, in and by his last will and testament, devised unto his daughter *Mary*, now wife of the said *Matthew Dutch*, to hold the said messuages or tenements, and all and singular the lands, tenements, and hereditaments, with the appurtenances unto her the said *Ann Brown*, her executors, administrators, and assigns, from the day next before the day of the date of the said recited indenture, for and during the full end and term of one thousand years from thence next ensuing, and fully to be compleat and ended, under the yearly rent of one pepper corn, to be paid on the — day of —, in every year, if demanded: in which said recited indenture is a proviso or condition contained, That if the said *Matthew Dutch*, his heirs, executors, administrators, or assigns, or any of them, should pay, or cause to be paid, to the said *Ann Brown*, her executors, administrators, or assigns, the full sum of — pounds of lawful money of *Great Britain*, on the — day

day of —— then next ensuing, without any deductions whatsoever, then the said indenture should be void; And the said *Ann Brown*, her executors, administrators, or assigns, should reconvey, assign, and assure the said premises therein mentioned, unto the said *Matthew Dutch* and *Mary* his wife, their heirs or assigns, or to such person or persons as he, she, or they, should appoint; and the said *Matthew Dutch* and *Mary* his wife, and the said *George Meers* did covenant, that they the said *Matthew Dutch* and *Mary* his wife, and *George Meers*, would before the end of *Easter* term then next ensuing, levy, in due form of law, before the justices of his Majesty's court of Common Pleas at *Westminster*, one fine *sur conuance de droit come ceo*, &c. with proclamations to be had thereupon, according to the form of the statute in that case made and provided, and the usual course of fines for assurance of lands used and accustomed, unto the said *Ann Brown*, and her heirs, of all the messuages, &c. with their, and every of their appurtenances in the said recited indenture mentioned, by such name and description as should be thought necessary for the comprehending and passing thereof. And it was declared and agreed by and between all the said parties to the said recited indenture, That as well the said fine *sur conuance de droit come ceo*, &c. in the said recited indenture, covenanted to be had and levied by the said parties, and

all and every other fine and fines, conveyances, and assurances, in the law whatsoever, levied and executed, or to be levied and executed between the said parties, of and concerning the said premises, should be and enure, and should be adjudged, construed and taken to be, and enure to and for the use and behoof of the said *Ann Brown*, her executors, administrators, and assigns, for and during the said term of one thousand years, subject nevertheless to the proviso or condition of redemption therein contained; and from and after the determination of the said term of one thousand years, then to and for the use of the said *Matthew Dutch* and *Mary* his wife, for and during the term of their natural lives, and the life of the longer liver of them, and from and after the decease of the survivor of them the said *Matthew Dutch* and *Mary* his wife, then to and for such uses, intents, and purposes, as the said *Mary*, the wife of the said *Matthew Dutch*, in and by her last will and testament in writing, duly executed, or by any deed or deeds in writing also duly executed, attested by two or more credible witnesses, notwithstanding her coverture should limit and appoint the same; and for want of such limitation and appointment, then to the use and behoof of the said *Mary*, the wife of the said *Matthew Dutch*, her heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever; which said fine,
here-

hereinbefore recited, so to be had and levied by the said parties, was had and levied accordingly, as by the said recited indenture and indentures of fine may appear. *And whereas*, by indenture of assignment quadrupartite, bearing date the —— day of —— which was in the year of our Lord ——, and made, or mentioned to be made, between the said *Ann Brown* of the first part; the said *Matthew Dutch* and *Mary* his wife, of the second part; the said *George Meers* of the third part; and the said *Arthur Gale* of the fourth part, reciting, as hereinbefore recited, and further reciting, that the said sum of —— pounds, or any part thereof was not paid at the time therein limited for payment thereof, whereby the estate and term of years of and in the said mes- suages, &c. became vested in the said *Ann Brown*, and that there was then due and owing to the said *Ann Brown*, for principal and interest, the sum of —— pounds. The said *Ann Brown* in consideration of the sum of —— pounds to her in hand paid, by the said *Arthur Gale* (by the direction and appointment of the said *Matthew Dutch* and *Mary* his wife, and *George Meers*, testified as therein is mentioned; which said sum of —— pounds was in full of all principal and interest money due on the said recited mortgage). And the said *Matthew Dutch* and *Mary* his wife, and *George Meers* party thereto, in consideration

An assignment
thereof recited.

of — pounds to the said *Matthew Dutch*, and *Mary* his, or one of them, in hand, &c. and of the further sum of five shillings to the said *George Meers* in hand, also paid by the said *Arthur Gale*, did grant, release, assign, and transfer unto the said *Arthur Gale*, his executors, administrators, and assigns, all and singular the said messuages or tenements, hereditaments, and premisses, with the appurtenances in the said therein and herein recited indenture mentioned. And all the estate, right, title, interest, property, claim, and demand, term of years therein then to come and unexpired, and title whatsoever of them the said *Ann Brown*, *Matthew Dutch* and *Mary* his wife, and *George Meers*, or either of them, their, or either of their heirs, executors, or administrators, to hold the said premisses, together with the said therein and herein recited indenture of mortgage unto the said *Arthur Gale*, his executors, administrators, and assigns, for the residue of the said term of one thousand years therein then to come and unexpired. And the said *Matthew Dutch* and *Mary* his wife, and *George Meers*, for the consideration aforesaid, did grant, release, and confirm, unto the said *Arthur Gale*, his heirs and assigns, the premisses in the said therein and herein recited indenture mentioned, together with the proviso or condition of redemption therein also contained: and the reversion and reversions, remainder and remainders, rents,

rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of them the said *Matthew Dutch*, and *Mary* his wife, and *George Meers*, or any of them, their, or any of their heirs or assigns, of, in, or to the same, to hold to the said *Arthur Gale*, his heirs and assigns for ever, subject to a proviso, that if the said *Matthew Dutch*, his heirs, executors, or administrators, paid the said *Arthur Gale*, his executors, administrators, or assigns, the sum of —— pounds, at the day and time therein mentioned, that the said indenture should be void, and the said *Arthur Gale* should reconvey and assure the said premisses, unto the said *Matthew Dutch*, and *Mary* his wife, their heirs or assigns, or to such other person or persons as he, she, or they should direct and appoint, as, in and by the said recited indenture of assignment, relation being thereunto had, will appear; *And whereas* the said sum of —— pounds was not paid on the day and time, in the proviso and indenture of assignment last above mentioned, whereby the estate and interest of him the said *Arthur Gale*, of, in and to the said messuages and premisses, for the remainder of the said term of one thousand years, became absolute in law; *And whereas* there is now due and owing to the said *Arthur Gale*, for principal and interest, on the said recited mortgage, the sum of —— pounds; *And whereas* the said

The money not
paid according
to the proviso.

The money due
to the mortga-
gee.

A party hereto
hath agreed to
purchase the
inheritance.

Original Precedents

said *Paul Ellis*, hath agreed with the said *Matthew Dutch*, and *Mary* his wife, and *George Meers*, for the absolute purchase of the freehold and inheritance of the said messuage or tenement, lands and premisses, for the sum of

The mortgagor
and mortgagee
therefore assign
the term to a
trustee to at-
tend the inheri-
tance.

— pounds; Now THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —— pounds of lawful money of *Great Britain*, to the said *Arthur Gale* in hand, well and truly paid by the said *Paul Ellis*, at or before the sealing and delivery of these presents, and also of the sum of —— pounds of like lawful money, to the said *Matthew Dutch*, and *Mary* his wife, or one of them, in hand, also well and truly paid by the said *Paul Ellis*, and also of the sum of ten shillings, of like lawful money, to the said *George Meers*, in hand, also well and truly paid by the said *Paul Ellis*, and of the further sum of five shillings of like lawful money, to the said *Arthur Gale*, in hand, also well and truly paid by the said *Peter Doe*; which said several sums of —— pounds, and —— pounds, amount together to the said sum of eight hundred and forty pounds, (which said sum of eight hundred and forty pounds, is the same sum of eight hundred and forty pounds, mentioned to be the consideration money of one indenture bearing even date with these presents, and made or mentioned to be made, between the said *Matthew Dutch*, and *Mary* his wife, and *George Meers*

Meers

Meers, of the one part; and the said *Paul Ellis* of the other part; purporting a grant and release of the said messuages and premisses from the said *Matthew Dutch*, and *Mary* his wife, and *George Meers* to the said *Paul Ellis*, and his heirs, to his and their use) the several receipts of which said several sums of —— pounds, and —— pounds, and ten shillings, and five shillings they the said *Arthur Gale*, *Matthew Dutch*, and *Mary* his wife, and *George Meers*, do hereby severally and respectively acknowledge, and themselves to be therewith fully satisfied and paid, and thereof, and of and from every part and parcel thereof, do respectively release, exonerate, and for ever discharge the said *Paul Ellis*, and *Peter Doe*, their heirs, executors, and administrators, and every of them, by these presents, he the said *Arthur Gale*, (by the consent, direction, and appointment of the said *Matthew Dutch*, and *Mary* his wife, and *George Meers*, testified by their being made parties to these presents, and sealing and delivering thereof,) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, unto the said *Peter Doe* (being a person nominated in trust, for and on the behalf of the said *Paul Ellis*) all and singular the aforesaid messuages or tenements, lands, hereditaments, and premisses, with the appurtenances herein before mentioned, and in and by

by the said first recited indenture, demised to the said *Ann Brown*, and by the said last recited indenture, assigned to the said *Arthur Gale*, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the same premisses, and of every part and parcel thereof, and also all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of him the said *Arthur Gale*, of, in and to the same messuages and premisses hereby assigned or mentioned, to be granted and assigned, by force and virtue of the said recited indenture, or otherwise howsoever, together with the said recited indentures, and all other deeds, evidences, and writings touching and concerning the said premisses, or any part or parcel thereof which he the said *Arthur Gale*, now hath in his custody, or may, or can come by without suit in law, To HAVE AND TO HOLD the said messuages, tenements, lands, hereditaments, and premisses hereinbefore mentioned or intended to be hereby bargained, sold, assigned, transferred, and set over, and every part and parcel thereof, with their appurtenances, unto the said *Peter Doe*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of one thousand years, in and by the said recited indentures, granted and assigned, yet to come and unexpired, *In trust nevertheless, to and for the only benefit of the*

the said *Paul Ellis*, his heirs and assigns, to the intent that the said term may attend and wait on the freehold and inheritance of the said premisses, which is conveyed, or mentioned, or intended to be conveyed to the said *Paul Ellis*, and his heirs, in and by the above-mentioned indenture of grant and release, and to be subservient thereunto for protecting the premisses from all mesne charges and incumbrances, *And* the said *Matthew Dutch*, and *Mary* his wife, and *George Meers*, for the consideration aforesaid, have, and each of them hath ratified and confirmed, and by these presents do, and each of them doth ratify and confirm unto the said *Peter Doe*, his executors, administrators, and assigns, the bargain, sale, and assignment hereby made, of the said messuages or tenements, lands, hereditaments, and premisses; *To hold* the same unto the said *Peter Doe*, his executors, administrators, and assigns, for and during all the residue of the said term of one thousand years, in and by the said recited indentures granted and assigned, yet to come and unexpired, freed and discharged of and from all power and equity of redemption, in trust as aforesaid, *And* the said *Arthur Gale*, for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said *Peter Doe*, his executors, administrators, and assigns, by these presents, that he the said *Arthur Gale*, hath not at any time heretofore made,

The confirmation thereof by the mortgagors,

Covenant that the mortgagor has done no act to incumber.

made, done, committed, or suffered any act, matter, deed, or thing, whereby or wherewith or by means or occasion whereof, the said mes-
suages, &c. and premisses herein before as-
signed, or any part thereof, is, are, shall or
may be impeached, charged, or incumbered in
title, charge, estate, or otherwise howsoever.
IN WITNESS, &c.

No. XIX. *An Assignment of Terms to attend the Inheritance.*

THIS INDENTURE of six parts, &c. be-
tween *John Skey*, of, *Ross*, in the county
of *Hereford*, esquire, of the first part; *Elizabeth*
Coulter, of *Vine Street*, in the parish of *St.*
James, Westminster, in the county of *Middlesex*,
spinster, of the second part; *Robert Smith*, of
Hanwell, in the county of *Middlesex*, gentleman,
and *Mary* his wife, *Thomas Hill*, of *High Wy-
comb*, in the county of *Bucks*, wine-merchant,
and *Elizabeth* his wife, (which said *Mary Smith*
and *Elizabeth Hill*, are two of the daughters,
and also devisees, and residuary legatees of
John Gibson, late of *Witney*, in the county
of *Oxford*, gentleman, deceased, who was bro-
ther and heir of *Thomas Gibson*, late of *Eynsham*,
in the said county of *Oxford*, gentleman, also
deceased), *Emilia Smith* and *Mary Smith*, the
younger, both of *Hanwell*, aforesaid, spinsters,
the two daughters, and only children of the
said *Robert Smith*, by the said *Mary* his wife,
and

and *Daniel Thomas Hill*, of *Wycombe*, aforesaid, wine-merchant, only son and heir apparent of the said *Thomas Hill*, by the said *Elizabeth* his wife, of the third part; *William Hervey*, of *Cannon Street, London*, wine-merchant, of the fourth part; *Richard Edmunds*, of *Holborn, London*, distiller, of the fifth part; and *Thomas White*, of *Fleet Street, London*, printseller, of the sixth part; *Whereas* by indenture of demise or mortgage, bearing date on or about the eighth day of *July*, which was in the year of our Lord 1712, expressed to be made between the said *Thomas Gibson*, of the one part; and *John Taylor*, of *Sydenham*, in the county of *Oxford*, yeoman, of the other part; It is witnessed, that the said *Thomas Gibson*, in consideration of the sum of — pounds therein-mentioned, to be paid him by the said *John Taylor*, did demise, grant, and to farm let, unto the said *John Taylor*, all that meadow or parcel of meadow, or pasture ground called *A. meadow*, otherwise *Oak Mead*, containing by estimation, three acres, or thereabouts, situate in *Eynsham* aforesaid, and then adjoining to certain lands called *Butts*, on the North, and to the common fields of *Eynsham*, on the South; and to the lands then of *Mr. Charles Howse*, on the East, *And also* all that piece or parcel of arable or pasture ground, with the appurtenances called the *Leyes*, containing by estimation two acres, be the same more or less, extend-

A mortgage
by demise for
1000 years re-
cited.

extending to the aforesaid Butts, on the North, and to *Eynsham Field*, aforesaid, on the South, and to the aforesaid meadow on the East, situate, lying, and being, in *Eynsham* aforesaid, or by whatsoever other name or names the said lands and premisses, or either of them are called or known, or howsoever otherwise the same or either of them are butted and bounded; *To hold* the same unto the said *John Taylor*, his executors, administrators, and assigns, from the day next before the day of the date thereof, for the term of one thousand years, from thence next following, and fully to be compleat and ended, at a pepper corn rent (if demanded) subject to redemption, on payment by the said *Thomas Gibson*, his heirs, executors, or administrators, to the said *John Taylor*, his executors, administrators, or assigns, of the sum of eighty-two pounds, at the time therein mentioned, which is long since past; *And whereas* by one other indenture of demise or mortgage, bearing date on or about the 31st day of *December*, which was in the year of our Lord 1726, and made or mentioned to be made between the said *John Gibson*, of the one part; and *John Clements*, the younger, of *Beaconsfield*, in the county of *Bucks*, bricklayer, of the other part; It is witnessed, that the said *John Gibson*, in consideration of the sum of two hundred pounds therein mentioned, to be paid by the said *John Clements*,

Another mort-
gage by demise
for 500 years
recited.

Clements, did grant, bargain, sell, and demise, unto the said *John Clements*, his executors, administrators, and assigns, all that close of pasture ground, with the appurtenances called *Reynard Close*, otherwise *Tunningham Close*, then in the occupation of *Joseph Parnham*, or his assigns, situate in the parish of *B—* in the said county of *Oxon*, adjoining to the land then late of *William Sheppard*, on the North, and to *Reynard Hill*, on the South, and containing by estimation, four acres or thereabouts; and also all those pieces of ground lying dispersedly in the parishes and common fields of *B—* and *Eynsham* aforesaid, therein and hereinafter particularly mentioned, (that is to say) in a common field called *Box Field*, in the parish of *B—*, one piece of arable land, with the appurtenances, called *Due Acre*, adjoining to *Acknell Way*, on the South, and to the land then late of *Sir Henry Croke*, knight, on the North, containing by estimation, one acre and thirty-six poles, or thereabouts, one other piece of land, with the appurtenances called *Garden Piece*, in the said parish of *B—*, adjoining to the land then late of *Sir Henry Croke*, knight, on the North, and to *Acknell Way*, on the South, and containing by estimation, four acres, two roods, and fifteen poles, or thereabouts, one other piece of arable land, with the appurtenances called *Pould Ash Piece*, in the said parish of *B—*, adjoining to the

land then late of *William King*, gentleman, on the North and South, and abutting upon *Eynsham Field*, on the West, containing by estimation, two acres and fifteen poles, or thereabouts, and also all that acre of arable land, with the appurtenances in *Winiatt Field*, in the said parish of *B—*, in *Tunningham Furlong*, adjoining to the land then of *Mrs. Bigg*, on both sides; and also all that parcel of meadow, with the appurtenances, containing by estimation, one acre or thereabouts, in a close called the Moor in *Eynsham* aforesaid, adjoining to the brook there on the West; and also four Butts of meadow, with the appurtenances in the said close, called the Moor, being theretofore part of the said close, and shooting upon the aforesaid acre; and also three lands with the appurtenances in *Overbank Furlong*, in *Eynsham* aforesaid; and also *Three Lands*, with the appurtenances lying upon *Moor Hill*, in *Eynsham* aforesaid, to hold the same unto the said *John Clements*, his executors, administrators, and assigns, from the day next before the day of the date thereof, for the term of five hundred years from thence next ensuing, and fully to be compleat and ended, at the rent of a pepper corn, if demanded, subject to redemption, on payment by the said *John Gibson*, his heirs, executors, administrators, or assigns, to the said *John Clements*, his executors, administrators, or assigns, of the

the sum of two hundred and ten pounds, at the time therein mentioned, which is long since past; *And whereas* by one other indenture of demise or mortgage, bearing date on or about the seventh day of *April*, which was in the year of our Lord 1727, and expressed to be made between the said *John Gibson*, brother, and heir of the said *Thomas Gibson*, deceased, and also grandson and heir of *Job Gibson*, theretofore of *Eynsham* aforesaid, gent. deceased, of the one part; and *Sarah Rakestraw*, of *Chipping Wycombe*, in the said county of *Bucks*, widow, of the other part; It is witnessed that the said *John Gibson* in consideration of the sum of two hundred pounds therein mentioned, to be paid him by the said *Sarah Rakestraw*, did grant, bargain, sell, and demise unto the said *Sarah Rakestraw*, her executors, administrators, and assigns, all that toft or parcel of ground, with the appurtenances, whereon a messuage or tenement formerly stood, situate in *Eynsham* aforesaid, and all those two barns, two stables, lands, and premisses thereunto belonging or enjoyed therewith, commonly called *Crackbells*, situate in the parish of *Eynsham* aforesaid, therein and hereinafter particularly mentioned (that is to say) two acres and an half or thereabouts, of arable land, in the common field called *Church Field*, upon the *Moor Hill*, and abutting upon the land then of *John Crooke*, gentleman, on the North, and upon the land then of *Stephen*

Another mort-
gage by de-
mise for 1000
years recited.

Favour, on the South, and also one acre of arable land, by estimation, lying in the said common field called *Church Field*, in *Overbank Furlong*, adjoining to the lands then late of *John Crooke*, and half an acre of arable land in *Church Field* aforesaid, in *Water Furrows Furlong*, lying, between the land then of the said *John Crooke*, on the North, and the land then of *Mrs. Welch* on the South; and also three acres of arable land, by estimation, lying in the common field called *Blackdown Hill*, upon the hanging of the hill, adjoining to the land then of the said *Mrs. Welch* on the West, and to the land theretofore of one *William Sheppard*, gentleman, on the East; and also half an acre of arable land or thereabouts, upon *Wither's Hill*, between the lands then of the said *Mrs. Welch*, on the East and West; and also one acre of arable land, or thereabouts, in the same furlong, between the lands then of the said *Mrs. Welch*, on both sides; and also one close of meadow or pasture, with the appurtenances, containing by estimation, one acre and an half or thereabouts, adjoining near unto the aforesaid toft, and upon part of which the said messuages formerly stood. And also one other close of meadow or pasture ground, with the appurtenances called *The Moor*, containing, by estimation, five acres, or thereabouts, lying near unto the close last before mentioned; and also one other close of arable land,

land, with the appurtenances, called the *Nether Stanck Furlong*, containing by estimation, six acres and an half, or thereabouts, adjoining to the said *Moor Close*, on the North; and also two acres of meadow ground, with the appurtenances, or thereabouts as the same arise by lott, in a lot meadow called the *North Mead*, in a lot called the *Squire*, whereof one acre lieth in the *Long Lots*, and the other acre lieth in the *Shorter Lots*, which said premisses were by indenture of feoffment, bearing date the twenty-fifth day of *December*, in the thirteenth year of the reign of king *Charles the First*, conveyed by *Nicholas Statham* to the aforesaid *Job Gibson*; To hold the same unto the said *Sarah Rakestraw*, her executors, administrators, and assigns, from the date thereof, for the term of one thousand years from thence next ensuing, and fully to be compleat and ended, at the rent of a pepper corn (if demanded) subject to redemption on payment by the said *John Gibson*, his heirs, executors, and administrators or assigns, to the said *Sarah Rakestraw*, her executors, administrators, or assigns of the sum of two hundred and ten pounds, at the times therein mentioned, which are long since past; *And whereas* by one other indenture of demise or mortgage, bearing date on or about the eighteenth day of *April*, which was in the year of our Lord 1732, and made or mentioned to be made between the said

U 3

John

Another mort-
gage by demise
for 500 years
recited.

John Gibson, of the one part; and *Henry Pamplin*, of *Cadwell Farm*, in the parish of *Brightwell*, in the said county of *Oxford*, yeoman, of the other part; It is witnessed, that the said *John Gibson*, in consideration of the sum of two hundred pounds, therein mentioned, to be paid him by the said *Henry Pamplin*, did demise, grant, bargain, and sell unto the said *Henry Pamplin*, all that messuage or tenement with the appurtenances situate in *Eynsham* aforesaid, theretofore in the occupation of *Paul Orpwood*, gentleman, and then of the said *John Gibson*, or his assigns, and all houses, out-houses, yards, orchards, backsides, and hereditaments thereto belonging; and all that close of arable land and pasture ground, with the appurtenances called *Higbidds*, otherwise *Higbedds*, containing by estimation, ten acres or thereabouts, lying near unto the said messuage or tenement, and also all that close of pasture ground, with the appurtenances called *Wallnuttree Close*, containing by estimation three acres or thereabouts, adjoining to the said close called *Higbidds*, on the East part; and also all that close of arable land, with the appurtenances called *Stank Pond Close*, otherwise *Stank Close*, otherwise *Little Horse Close*, containing by estimation, two acres or thereabouts, adjoining to the said *Horse Close*; and also all that close of meadow with the appurtenances called *Rotten Mead*, containing by estimation, half an acre

or thereabouts, lying near to *Horse Close* aforesaid; all which said lands and premisses are lying and being in *Eynsham* aforesaid, and were purchased by the aforesaid *Job Gibson* deceased, of *Lionel Randall* and *Jane* his wife, and *Edward Cragge* and *Frances* his wife, and conveyed to him by indenture of feoffment, bearing date the twenty-fourth day of *August* in the eleventh year of the reign of king *Charles* the first, To hold the same unto the said *Henry Pamplin*, his executors, administrators, and assigns, from the date thereof for the term of five hundred years from thence next ensuing, and fully to be compleat and ended, at the rent of a pepper corn, if demanded, subject to redemption, on payment by the said *John Gibson*, his heirs, executors, administrators, or assigns, to the said *Henry Pamplin*, his executors, administrators, or assigns, of the sum of two hundred and five pounds, at the time therein mentioned, which is long since past, as in and by the said several in part recited indentures (relation being thereto respectively had) may appear. And whereas the several messuages, lands, tenements, hereditaments, and premisses, demised by the said four several recited indentures as aforesaid, by divers good and sufficient conveyances in the law, are become legally vested in the said *John Skey* party hereto, for the residue and remainder now to come and unexpired of the said several terms

The premisses
vested in a par-
ty hereto for
the remainder
of the terms.

of years thereby respectively granted thereof as aforesaid. In trust nevertheless for the said *Elizabeth Coulter*, her heirs and assigns, until payment should be made her of the principal sum of one thousand two hundred pounds, borrowed by the said *Robert Smith* and *Mary* his wife, and *Thomas Hill* and *Elizabeth* his wife, on the security of the said messuages, lands, tenements, and premisses, with other hereditaments, and all interest for the same; and after payment thereof, in trust to attend the inheritance of the same premisses, for the use and benefit of such person or persons as should then be intitled thereto. *And whereas* the said *Robert Smith*, and *Mary* his wife, *Thomas Hill* and *Elizabeth* his wife, *Emilia Smith*, and *Mary Smith* the younger, *Daniel Thomas Hill*, and *William Hervey*, parties hereto, or some of them, are seised of the fee-simple, and inheritance of the said premisses, subject to the mortgage made thereof to the said *Elizabeth Coulter* as aforesaid.

Certain parties
seised of the fee
simple and in-
heritance.

A party hereto
hath agreed to
purchase the pre-
misses, and they
have been con-
veyed to him by
lease and release.

And whereas the said *Richard Edmunds*, party hereto, hath contracted and agreed with the said *Robert Smith* and *Mary* his wife, *Thomas Hill* and *Elizabeth* his wife, *Emilia Smith*, *Mary Smith* the younger, *Daniel Thomas Hill*, and *William Hervey*, for the absolute purchase of the said mortgaged premisses, together with other freehold lands and hereditaments, which by indentures of lease and release, the lease bearing date the day before,

before, and the release even date herewith, are granted and conveyed unto or to the use of the said *Richard Edmunds*, his heirs and assigns. And the said *Elizabeth Coulter* hath been fully paid and satisfied the principal money and interest due to her on the security of the said premises; and it hath been agreed by and between the said parties hereto that the several aforesaid terms of one thousand years, five hundred years, one thousand years, and five hundred years, shall be still kept on foot, and assigned to the said *Thomas White*, for the intents and purposes hereinafter mentioned concerning the same. Now THIS INDENTURE The considera-
tion. WITNESSETH, that for the considerations aforesaid, and of the sum of five shillings of lawful money of *Great Britain* to the said *John Skey* in hand paid, by the said *Thomas White*, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. He the said *John Skey* by the direction and appointment of the said *Elizabeth Coulter*, *Robert Smith* and *Mary* his wife, *Thomas Hill* and *Elizabeth* his wife, *Emilia Smith*, *Mary Smith* the younger, *Daniel Thomas Hill*, and *William Hervey*, and at the nomination of the said *Richard Edmunds* testified by their being parties to, and severally executing these presents) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, unto The assignment. the

And it hath
been agreed to
assign the terms
to a trustee.

the said *Thomas White*, all and every the said messuages, lands, tenements, and hereditaments, and all and singular other the premisses in and by the said four first recited indentures demised and granted, or intended so to be with their and every of their appurtenances. And all the estate, right, title, interest, use, trust, terms of years yet to come and unexpired, property, claim, and demand whatsoever, of him the said *John Skey*, of, in and to the same premisses, and every or any part or parcel thereof, together with the said several indentures of demise, and the mesne assignments of the same respectively, and the benefit thereof. *To have and to hold* the said messuages, lands, tenements, hereditaments, and all and singular other the premisses hereby bargained, sold, assigned, or intended so to be, with their and every of their appurtenances, unto the said *Thomas White*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue and remainder, now to come and unexpired of the said several and respective terms of one thousand years, five hundred years, one thousand years, and five hundred years therein as aforesaid. *In trust* nevertheless, and for the only benefit of the said *Richard Edmunds*, his heirs and assigns, to the intent and purpose that the remainder of the said several terms shall attend and wait on the freehold and inheritance of the said premisses, conveyed or intended

The terms to attend the inheritance.

intended to be conveyed, to or to the use of the said *Richard Edmunds* and *Joseph Edmunds*, and the heirs of the said *Joseph Edmunds*, but nevertheless as to the estate and interest of the said *Joseph Edmunds*, in trust for the said *Richard Edmunds*, his heirs and assigns, in order to protect and defend the same premisses from and against all mesne intervening and subsequent incumbrances, if any such there be. *And the said John Skey* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *Thomas White*, his executors, administrators, and assigns, that he the said *John Skey* hath not at any time heretofore made, done, executed, committed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said messuages, lands, tenements, hereditaments, and premisses hereinbefore mentioned, and hereby bargained, sold, and assigned, or any part thereof, are, is, shall, or may be forfeited, impeached, charged, affected, or incumbered in title, charge, estate, or otherwise, howsoever. **IN WITNESS, &c.**

Covenant that
no act has been
done to incum-
ber.

I approve of this draught,

MAT. DUANE.

An

No. XX.

An Assignment of a Mortgage where the Mortgagor borrows more Money.—Settled by Mr. Booth.

A mortgage by
demise for five
hundred years
recited.

THIS INDENTURE tripartite, &c. between *Oliver Hart* of, &c. of the first part; *Richard Woollet* of, &c. brother and heir of *John Woollet* of, &c. and uncle and heir of *Sarab Woollet*, daughter of the said *John*, also deceased, of the second part; and *Peter Coles* of, &c. of the third part. Whereas the said *Richard Woollet* by his indenture of demise or mortgage, bearing date the — day of — which was in the year of our Lord —, for and in consideration of the sum of three hundred pounds, of lawful money of *Great Britain*, by the said *Oliver Hart*, to him in hand paid, did bargain, sell, and demise unto the said *Oliver Hart* all, &c. or howsoever, otherwise the aforesaid closes or fields of arable land, or any part thereof, are or have been, lying or being, abutting or bounding, called or known, all which said premisses now are in the tenure or occupation of *J. S.* his assignee or assignees, and are lying or being in the parishes of *B.* aforesaid, and *N. C.* in the said county of *H.* or one of them. And also all other the closes, pieces and parcels of arable land, pasture and wood ground whatsoever, of him the said

Richard

Richard Woollet, lying and being in the parish of *B.* aforesaid, and *N. C.* aforesaid; together with all trees, woods, underwoods, hedges, ditches, fences, mounds, ways, waters, water-courses, commons, common of pasture, profits, privileges, commodities, advantages, and appurtenances, to all and every the aforesaid hereditaments and premisses belonging, or in anywise appertaining. And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits reserved, had, due, or payable, or to become due and payable upon any demise or demises of the said premisses, or any part or parcel thereof. And also all the estate, right, title, interest, claim, and demand whatsoever of the said *Richard Woollet*, of, in, and to the same hereditaments and premisses, and every or any part thereof, to hold to him the said *Oliver Hart*, his executors, administrators, and assigns, from the day next before the day of the date of the said indenture, for and during, and unto the full end and term of five hundred years from thence next ensuing without impeachment of or for any manner of waste, yielding and paying unto the said *Richard Woollet*, his heirs or assigns, the rent of a pepper corn, only on the feasts of *St. Michael* in every year, (if lawfully demanded) subject nevertheless to a proviso or condition therein contained for making the same void on payment of the sum of three hundred and six pounds

pounds on the day and time therein mentioned as in and by the said recited indenture, reference being thereunto had will more fully appear. *And whereas* the said principal sum of three hundred pounds, or any part thereof, was not paid to the said *Oliver Hart* on the day and time in the said recited indenture of demise mentioned, whereby the estate and interest of the said *Oliver Hart*, of and in the said premisses became absolute and there remains now justly due and owing to the said *Oliver Hart*, for principal and interest on the said recited mortgage, the full and just sum of —— pounds.

The principal
money was not
paid.

The considera-
tion.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —— pounds of lawful money of *Great Britain*, to him the said *Oliver Hart* in hand well and truly paid by the said *Peter Coles*, (at the desire and by the direction and appointment of the said *Richard Woollet*, testified by his being a party hereunto, and signing and sealing these presents) the receipt of which said sum of —— pounds, the said *Oliver Hart* doth hereby acknowledge, and thereof, and of and from every part thereof doth acquit, release, and discharge the said *Peter Coles*, his executors, administrators, and assigns, he the said *Oliver Hart*, at the request, and by and with the like consent, direction and appointment of the said *Richard Woollet*, (testified as aforesaid) hath bargained, sold, assigned, and set over, and by these presents doth bargain,

The assignment
from the mort-
gagee.

bargain, sell, assign, and set over, unto the said *Peter Coles*, his executors, administrators, and assigns, as well the said recited indenture of demise, as the said messuages or tenements, closes or fields of arable land, pasture and wood ground, and all and singular other the premisses therein granted, bargained, sold, and demised; or intended to be granted, bargained, sold, and demised, with their and every of their appurtenances, and every part and parcel thereof; And all the estate, right, title, interest, term of years to come and unexpired, property, benefit, claim, and demand whatsoever, of him the said *Oliver Hart*, of, in, and to the same or any part thereof. *To HAVE AND TO HOLD*, as well the said recited indenture of demise as the said messuages, &c. and all and singular other the premisses thereby granted, assigned, or set over, or mentioned, or intended to be thereby granted, assigned, or set over, with their appurtenances, unto the said *Peter Coles*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of five hundred years, in and by the said recited indenture of demise granted, and therein yet to come and unexpired. *And* the said *Oliver Hart*, for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said *Peter Coles*, his executors, administrators, and assigns, by these presents, that the said *Oliver Hart* hath not at any

Habendum.

A covenant from
the mortgagee
that he has done
no act to incum-
ber, &c.

The confirmation by the
mortagor in
consideration of
a further sum
advanced.

any time heretofore made, done, committed, or suffered any act, mortgage, deed, or thing whatsoever, whereby or wherewith, or by means or occasion whereof the said messuages, &c. and other the premisses, or any part thereof, is, are, shall, or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever; AND THIS INDENTURE FURTHER WITNESSETH, that the said *Richard Woolllet*, as well for the consideration aforesaid, as of the sum of two hundred and forty-five pounds, of lawful money of *Great Britain*, to him in hand, at or before the sealing and delivery of these presents, by the said *Peter Coles*, well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof, and of every part thereof, acquit, release, and discharge the said *Peter Coles*, his executors and administrators, by these presents, hath, granted, ratified, and confirmed and by these presents doth grant, ratify, and confirm unto the said *Peter Coles*, his executors, administrators, and assigns, the said messuages or tenements, closes and fields of arable land, pasture, and wood grounds, and all and singular other the premisses, with the appurtenances, and all his estate, right, title, interest, use, possession, reversion and reversions, equity, and power of redemption, right, benefit, property, claim, and demand whatsoever, of, in and to the same, and every part and parcel thereof; To HAVE

AND

AND TO HOLD the said messuages or tenements, closes or fields of arable land, pasture and wood grounds, and premisses, with their appurtenances, unto the said *Peter Coles*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of five hundred years, in the said recited indenture of demise granted, and therein yet to come and unexpired, freed and discharged from all benefit and equity of redemption; *Provided* always and the said *Peter Coles* for himself, his executors, administrators, and assigns, doth nevertheless covenant and agree, to and with the said *Richard Woollet*, his heirs and assigns, by these presents, that in case the said *Richard Woollet*, his heirs, executors, administrators, or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *Peter Coles*, his executors, administrators, or assigns, or some of them, the full sum of — pounds of good and lawful money of *Great Britain*, at or upon the — day of — now next ensuing the date hereof, which will be in the year of our Lord —, without any defalcation or abatement thereout, for or in respect of any taxes, assessments, royal aids, or other impositions, matter, cause, or thing whatsoever, ordinary or extraordinary, now laid or imposed, or to be laid and imposed on the said premisses, or on the monies so lent, that then and from

Proviso of re-
demption here-
on.

Original Precedents

thenceforth he the said *Peter Coles*, his executors, administrators, and assigns, shall and will upon the request, and at the costs and charges of the said *Richard Woollet*, his heirs or assigns, by such conveyances as counsel shall advise, convey, and assign, unto him or them, the said recited indenture of demise, and the said messuages or tenements, closes or fields, of, &c. thereby demised, and all his and their estate, term, and interest therein, free of all incumbrances whatsoever, to be done by him or them; *And* the said *Richard Woollet*, for himself, his heirs, executors, and administrators, and every of them, doth covenant, promise, and agree, to and with the said *Peter Coles*, his executors, administrators, and assigns, and every of them by these presents, that he the said *Richard Woollet*, his heirs, executors, administrators, or assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said *Peter Coles*, his executors, administrators, or assigns, or some of them, the aforesaid sum of — pounds of lawful money of *Great Britain*, on the — day of — now next ensuing the date hereof, without making any deduction or abatement thereout, for or in respect of any taxes, assessments, royal aids, impositions, payments, matter, cause, or thing whatsoever, according to the true intent and meaning of the proviso aforesaid; *And* for the better strengthening and corroborating

Covenant from
the mortgagor
to pay the mo-
ney,

ating the said term of five hundred years hereby assigned, he the said *Richard Woollet*, for himself and his heirs, doth covenant and agree to and with the said *Peter Coles*, his heirs and assigns by these presents, that he the said *Richard Woollet*, and *Mary* his wife, shall and will before the end of this present *Hilary Term*, at his and their own proper costs and charges, in due form of law, acknowledge and levy before the justices of his majesty court of Common Pleas at *Westminster*, unto the said *Oliver Hart*, and his heirs, one fine *sur conusans de droit come ceo*, &c. with proclamation thereupon to be had, according to the form of the statute in that case made and provided, of the said messuages or tenements, closes or fields of arable land, pasture, wood ground, and premisses mentioned or intended to be hereby assigned, by such apt names, quantities or qualities to ascertain the same, as by the said *Peter Coles*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised; and it is hereby declared and agreed by and between the said parties to these presents, that the said fine so as aforesaid, or in any other manner, or at any other time to be had and levied of the same premisses, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed, of the said hereby assigned,

and to levy a fine
sur conusans,
&c.

premises, or any part thereof, by or between the said parties to these presents, or any of them, shall be and enure, and shall be adjudged, deemed, and taken to be and enure, and so are and were meant and intended, and are hereby declared to be and enure, to the use and behoof of the said *Peter Coles*, his executors, administrators, and assigns, for and during the remainder of the said term of five hundred years; subject nevertheless to the said proviso or condition of redemption hereinbefore contained, and from and after the determination of the said term of five hundred years then to and for the use and behoof of the said *Richard Woollet*, his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever, and the said *Richard Woollet*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *Peter Coles*, his executors, administrators, and assigns by these presents, in manner and form following (that is to say) that the said recited indenture of demise at the time of the ensealing and delivery of these presents, is a good, effectual, and sufficient demise in the law, whereby to hold and enjoy the said messuages, &c. and all and singular other the premises, with the appurtenances, and every part thereof, unto the said *Peter Coles*, his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of five hundred years, therein granted

and

Covenant that
the demise is
valid,

and yet to come and unexpired, and is and standeth in full force, and not surrendered, assigned, or become void or voidable; *And that they the said Oliver Hart and Richard Woollet, now have, or one of them hath, in him or themselves, good right, full power, and lawful and absolute authority by these presents, to grant and assign the said messuages, &c. and all and singular other the premisses, with their appurtenances, and every part and parcel thereof, unto the said Peter Coles, his executors, administrators, and assigns, in manner and form aforesaid; And that from and after default shall happen to be made, of, or in payment of the said sum of —— pounds, or any part thereof, according to the tenor of the proviso, or condition aforesaid, it shall and may be lawful to and for the said Peter Coles, his executors, administrators, and assigns, into and upon the said demised messuages, &c. and all and singular other the premisses, with their appurtenances, to enter and peaceably and quietly to have hold, occupy, possess, and enjoy the same, and to receive and take the rents, issues, and profits thereof to his and their own use, for and during all the rest, residue, and remainder of the said term of five hundred years therein now to come and unexpired, without any lawful let, suit, trouble, denial, eviction, or disturbance of or by the said Richard Woollet, his heirs, executors, or administrators, or of, or by any other person or persons whomsoever; And also*

That the parties have right to grant and assign,

and that the present mortgagor after default of payment may enter,

that he the said *Richard Woollet*, and his heirs, shall and will from time to time and at all times after default shall be made, of or in payment of the said sum of —— pounds, at the day and time aforesaid, at the reasonable request, and at the costs and charges in the law, of the said *Peter Coles*, his executors, administrators, or assigns, do, make, acknowledge, levy, execute, and suffer, or cause to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other act and acts, thing and things, conveyances and assurances in the law whatsoever, for the better assigning, assuring, and conveying the said hereby assigned premises, with their appurtenances, unto the said *Peter Coles*, his executors, administrators, and assigns, as by him or them, or his or their counsel learned in the law, shall be reasonably devised, advised, or required; *And lastly* it is agreed by and between the said parties to these presents, that until default shall be made, of or in payment of the said sum of —— pounds, contrary to the covenant or conditions aforesaid, it shall and may be lawful to and for the said *Richard Woollet*, his heirs and assigns, peaceably and quietly to hold and enjoy the said messuages, &c. and all and singular other the premises, with their appurtenances, and receive and take the rent, issues, and profits thereof to his and their own use and uses, without any let, suit, trouble, denial or interruption, of or by the said

Mortagor till
default may en-
joy.

Peter

Peter Coles, his executors, administrators, or assigns, or any person claiming or to claim under him or them. IN WITNESS, &c.

*An Assignment of an Annuity left by Will—Settled
by Mr. RIVET.*

No. XXI.

WHEREAS Richard Doe, late of, &c. in and by his last will and testament in writing, bearing date the — day of — which was in the year, &c. gave and bequeathed unto his brother Paul Doe, one annuity or clear yearly sum of fifty pounds, to be paid quarterly, during the natural life of the said Paul Doe, and the said testator, by his said last will (amongst other things) charged all his estate in, &c. with the payment of the said annuity, as by the said will, relation being thereunto had may appear; *And whereas* the said testator soon after died without altering or revoking his said will; *And whereas* the said Paul Doe, by deed poll, bearing date the — day of — last, for the consideration therein mentioned, did bargain, sell, assign, transfer, and set over unto John Green, of, &c. the said annuity or yearly sum of fifty pounds, payable to him as aforesaid, and which should from time to time become and grow due and payable, by virtue of the said recited will, and all his estate, right, title, interest, property, claim, or demand, of in and to the same;

A will recited
whereby the
testator gave to
his brother for
life an annuity
of 50l.

A recital that
the brother af-
firmed the same
stop arty hereto,

to hold, receive, perceive, take, and enjoy the said thereby assigned premises, from time to time as the same should become due and payable unto the said *John Green*, his executors, administrators, and assigns, as and for his and their own proper monies; And whereas *James Trip*, of, &c. hath contracted and agreed with the said *John Green*, for the purchase of the said annuity so assigned to him as aforesaid, and the arrears thereof, from *Midsummer* last, to which time the said annuity was paid to the said *Paul Doe*, at and for the sum of ——

The considerations.

The assignment.

pounds; Now KNOW ALL MEN by these presents, that I the said *John Green*, for and in consideration of the said sum of —— pounds of lawful money of *Great Britain*, to me in hand, well and truly paid by the said *James Trip*, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations, me hereunto moving, have bargained, sold, assigned, transferred, and set over, and by these presents do bargain, sell, assign, transfer, and set over unto the said *James Trip*, the said recited annuity or yearly sum of fifty pounds, so assigned or set over to me as aforesaid, and which shall from time to time become and grow due and payable by virtue of the said recited will, and the said recited deed poll of assignment thereof, and the said arrear of the said annuity, and all my estate, right, title,

title, interest, property, claim, or demand, of, in and to the same; *To have, hold, receive, perceive, take, and enjoy the said hereby assigned premisses, from time to time, as the same shall become due and payable, and the said arrear unto the said James Trip, his executors, administrators, and assigns, as and for his and their own proper monies;* *And for the considerations aforesaid, and for the better enabling the said James Trip, to recover and receive the said hereby assigned monies, I the said John Green, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute and appoint, the said James Trip, his executors, administrators, and assigns, to be my true and lawful attorney and attorneyes, irrevocable, in my name, or otherwise, but, to the sole use and behoof of him the said James Trip, his executors, administrators, and assigns, to ask, demand, and receive, of and from all persons whom it doth and may concern, the said annuity or yearly sum of fifty pounds, payable as aforesaid, during the natural life of the said Peter Doe, and the said arrears thereof, and to bring, commence, or prosecute any action, suit, or process, either at law or in equity, for the recovering and obtaining thereof, as shall be requisite and necessary, and attorneyes one or more under him or them to substitute, and at pleasure to revoke, and to do and perform all and every other lawful*

Habendum.

Power of attorney given to recover, &c.

act

*Covenant for
further al-
terances.*

act and acts, thing and things, in and touching the premisses, as fully and effectually to all intents and purposes as I the said *John Green* might or could have done, before the execution of these presents; *And lastly*, I the said *John Green*, do hereby covenant, promise, and agree, to and with the said *James Trip*, his executors, administrators, and assigns, that I the said *George Green*, upon every reasonable request of the said *James Trip*, his executors, administrators, and assigns, shall and will make, do, and execute, or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things whatsoever, for the further, better, more perfect, and absolute assigning and assuring the said annuity or yearly sum of fifty pounds, and the said arrears thereof, unto the said *James Trip*, his executors, administrators, and assigns, as by the said *James Trip*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, and required. *In witness, &c.*

An

An Assignment of a Pension until Money due, upon a Bond, shall be satisfied thereout.—Settled by Mr. BOOTH.

No. XXII.

TO all to whom these presents shall come, *Henry Law of, &c.* sendeth, greeting, *Whereas* the said *Henry Law* by his bond or obligation, under his hand and seal, bearing date on or about the — day of — which was in the year of our Lord —, became bound to *Edward Hay of, &c.* [Here recite a bond.] *And whereas* the said *Edward Hay* is since dead, having first made his last will and testament in writing, bearing date the, &c. and thereof constituted and appointed *Samuel Tyne of, &c.* and *John Roe of, &c.* executor and executors of his said will, as in and by the said will duly proved in the prerogative court of the Archbishop of Canterbury, reference being thereunto had will appear. *And whereas* there is now justly due and owing from the said *Henry Law* to the said *Samuel Tyne* and *John Roe* on the said bond as executors as aforesaid, the sum of — pounds. *And whereas* the said *Henry Law* is intitled during his life to a pension of one hundred and ten pounds a-year, given him by her late Majesty Queen — deceased, payable quarterly; which pension the said *Henry Law* hath agreed to assign unto the said *Samuel Tyne* and *John Roe*, for the better securing the payment

A bond recited.

The obligee
died having first
made a will and
appointed exec-
utors.

The obligor in-
titled to a pen-
sion which he
hath agreed to
assign as a secu-
rity.

of

Original Precedents

of the said sum of —— pounds so remaining due on the said recited bond as aforesaid, with lawful interest for the same. Now KNOW YE, that the said *Henry Law*, for the end and purpose aforesaid, and in pursuance and performance of the said agreement, and for and in consideration of the sum of five shillings of lawful money of *Great Britain*, to him in hand, at or before the sealing and delivery of these presents, by the said *Samuel Tyne* and *John Roe* well and truly paid, the receipt whereof he the said *Henry Law* doth hereby acknowledge; hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over, unto the said *Samuel Tyne* and *John Roe*, their executors, administrators, and assigns, the said pension of one hundred and ten pounds a-year, given him by her said late Majesty Queen —— as aforesaid; and all benefit and advantage whatsoever, to be had, gotten, or obtained thereby, or by means or in respect thereof. To have, hold, receive, take, and enjoy, the said pension hereby assigned, or intended to be hereby assigned unto the said *Samuel Tyne* and *John Roe*, their executors, administrators, and assigns, for and during so long time and until the said sum of —— pounds, so due and owing from the said *Henry Law* to the said *Samuel Tyne* and *John Roe* as executors as aforesaid on the said recited bond, with lawful interest for the same, shall be fully satisfied

Habendum
until the money
due upon the
bond is paid.

— to two? —
— to novis? —
The considera-
tion.

The assignment.

satisfied and paid (if he the said *Henry Law* shall so long live). And the better to enable the said *Samuel Tyne* and *John Roe*, their executors, administrators, and assigns, to receive the said pension hereby assigned, when and as the same shall from time to time become due, he the said *Henry Law* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint, the said *Samuel Tyne* and *John Roe*, and each of them, and the executors, and administrators of the survivor of them, his true and lawful attorney and attorneys, irrevocable, in his name and stead, or in their or either of their own name or names, but to and for the purposes aforesaid, to ask, demand, receive, and take, of and from *J. S. esquire*, paymaster of the salaries and pensions continued to her late Majesty's officers, servants, and pensioners, and of and from all and every other person or persons hereafter to be appointed to pay the same, the said pension of one hundred and ten pounds a-year, so given to the said *Henry Law* by her late Majesty Queen — as aforesaid, when and as the same shall from time to time become due and payable, for and during so long time and until the said sum of — pounds, so due and owing from the said *Henry Law* to the said *Samuel Tyne* and *John Roe*, as executors as aforesaid, with lawful interest for the same, shall be fully paid and satisfied (if he the said

Power of attorney given to receive the pension.

Henry

Henry Law shall so long live). And upon receipt thereof or any part thereof, to make and execute any lawful release or discharge for the same. And further, to do all and every other act and acts, thing and things whatsoever, which shall be needful or necessary to be done in or about the premisses, for receiving thereof in as full, large, ample, and beneficial a manner to all intents and purposes as he the said *Henry Law* might or could do in his proper person, if these presents had not been made; he the said *Henry Law* hereby ratifying and confirming all and whatsoever the said *Samuel Tyne* and *John Roe*, and each of them, and the executors and administrators of the survivor of them, shall lawfully do, or cause to be done, in or about the premisses, by virtue of these presents. *And the said Henry Law, for himself, his heirs, executors, and administrators, and for every of them, doth hereby covenant, promise, and agree to and with the said Samuel Tyne and John Roe, their executors, administrators, and assigns, and every of them, by these presents, that the said Henry Law shall not, nor will at any time hereafter, revoke or make void the letter of attorney hereinbefore contained, or do any act or thing to defeat or hinder the said Samuel Tyne and John Roe, or either of them, or the executors or administrators of the survivor of them, in the receiving the said pension hereby assigned according to the true intent*

Covenant that
the assignor
will not incum-
ber,

tent and meaning of these presents. *And further*, that the said *Henry Law* shall, and will, from time to time, at his own proper costs and charges, make, do, and execute, such further and other lawful and reasonable act and acts, thing and things, assignments and assurances whatsoever, for the better and more effectual assigning and receiving the said pension hereby assigned, or intended so to be, unto the said *Samuel Tyne* and *John Roe* for the purposes aforesaid, as by the said *Samuel Tyne* and *John Roe*, their executors or administrators, shall be reasonably devised, advised, or required. *IN WITNESS, &c.*

but execute
further assur-
ances.

*An Assignment of an Annuity upon various Trusts,
in order to secure the Re-payment of Money
advanced to the Assignor.*

No. XXIII.

THIS INDENTURE, made the — day of —, in the twenty-fourth year of the reign of our Sovereign Lord *George the Third*, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, and so forth; and in the year of our Lord one thousand seven hundred and eighty-four, between *Francis Fish* heretofore of the town of *Caerleon*, in the county of *Monmouth*, but now of the parish of *St. James* in the county of *Middlesex*, gentleman, of the one part; and *James Jones* of the town of *Caerleon* in

A bargain and sale recited, whereby in consideration of a sum of money and an annuity, certain premises were conveyed in fee, chargeable with such annuity.

in the county of *Monmouth*, gentleman, of the other part. Whereas by a certain indenture of bargain and sale, inrolled in his Majesty's court of King's Bench at *Westminster*, bearing date on or about the 10th day of *April*, in the year of our Lord 1775, and made, or expressed to be made, between the same parties as are parties to these presents. It is witnessed, that in consideration of three hundred and twenty pounds to the said *Francis Fish* in hand paid, in the manner therein expressed. And also for and in consideration of an annuity of fifty pounds to be paid to the said *Francis Fish*, during his life, by quarterly payments, at the time and in the manner therein expressed: he the said *Francis Fish* did grant, bargain, sell, and confirm unto the said *James Jones*, all that freehold tenement and barn, and the several closes, pieces and parcels of land thereto belonging, called by the name of *D.* in the parish of *Abergavenny*, in the said county of *Monmouth*, then in the possession of *William West* as tenant to *Mary Fish*, the mother of the said *Francis Fish*, who was tenant of all the customary and freehold lands for her life. And also all that freehold messuage or tenement called *The Bowling Green*, then in the occupation of *John Jinks*; Also all that messuage or tenement with the water corn grist mill, situate in the parish of *Abergavenny*; And also all those two parcels of land, arable and pasture, lying next unto and

and above the mill-pond; containing, by estimation, twelve acres, be the same more or less; Also all those two parcels of meadow ground next to the lower side of the said mill-pond, situate in the said parish of *Abergavenny*; And also all that old decayed messuage called the *D.* with one garden, one orchard, and six parcels, of land containing forty-six acres, be the same more or less, situate in *Abergavenny* aforesaid; And also all that capital customary freehold messuage, tenement, or farm and lands containing, by estimation two hundred acres, be the same more or less; And also all that customary freehold messuage and lands containing, by estimation, sixty acres, be the same more or less; And also all that customary messuage and lands, containing, by estimation, eighty acres, be the same more or less; all which said premisses are held, occupied, and enjoyed with the said messuage and lands called *X.*; Also all that curtilage, barn, beast-house (since gone into decay) garden and orchard, held also with *X.*; Also all that close of meadow adjoining to *X.* barn, called by the name of *Gwerlod Ucha*, or *Cae Ucha*; Also all those nine several pieces containing, by estimation, sixty acres, be the same more or less, held with *X.* aforesaid; also all those several closes of land containing, by estimation twenty-nine acres, be the same more or less; Also all that customary hold piece or parcel of ground called *Cae Poundy*

Vron and Cae Ferbren; And also, all other the messuages, lands, tenements, and hereditaments whatsoever, of the said *Francis Fisb*, To hold the same unto the said *James Jones*, his heirs and assigns, subject nevertheless to the immediate estate, for life, of the said *Mary Fisb*, the mother of the said *Francis Fisb*, to and for the uses, intents, and purposes thereafter expressed and declared, of and concerning the same; (that is to say) To the use, intent and purpose, that the said *Francis Fisb* and his assigns, might thenceforth during the term of his life, have, receive, and take, by and out of the rents, issues, and profits of the said messuages, lands, tenements, hereditaments, and premisses, one annuity or clear yearly rent charge of fifty pounds, by quarterly payments at or on the days and times, and in the manner therein expressed, with powers of distress and entry upon, and perception of the rents and profits of the same premisses, for better securing and recovering of the same annuity or yearly rent at the times and in the manner therein expressed, and subject to the same annuity or yearly rent; and to the remedies and powers for securing and recovering the same, to the use and behoof of the said *James Jones*, his heirs and assigns for ever. And in which said indenture are contained covenants for surrendering the therein aforesaid customary or copyhold hereditaments and premisses. And for

for better assuring the whole of the said freehold and copyhold hereditaments and premisses to the same uses. *And whereas* by a certain other indenture, bearing date on or about the 23d day of *May*, in the said year 1775, and made, or expressed to be made, between the said *James Jones* of the one part, and *Charles Careful* of the town of *Pontypool*, in the said county of *Monmouth*, gentleman, of the other part; Reciting the said recited indenture of bargain and sale, and after reciting that the name of the said *James Jones* was used, and the premisses thereby granted, in trust for the said *Charles Careful* and *Mary* his wife, and their heirs, subject to the said annuity. He the said *James Jones*, in consideration of the sum of —— pounds, to him in hand paid, by the said *Charles Careful* and *Mary* his wife, did thereby remise, release, and quit claim, assign, transfer, and set over unto the said *Charles Careful* and *Mary* his wife, all and singular the premisses comprised in the said last recited indenture; To hold the same unto the said *Charles Careful* and *Mary* his wife, their heirs and assigns for ever, subject to the payment of the said thereinbefore mentioned annuity of fifty pounds, to the said *Francis Fish* for life, and to the estate for life of the said *Mary Fish*. *And whereas* the said *Francis Fish*, for the considerations expressed in the said first recited indenture, duly surrendered all his customary

A deed recited whereby the grantee in the last deed declared that his name was used in trust for another person, subject to the annuity.

A recital that the copyhold premisses have been duly surrendered.

or copyhold capital and other messuages or tenements, lands and hereditaments, held of the manor of *Caerleon*, in the said county of *Monmouth*, with the appurtenances, subject to and charged with the said annuity of fifty pounds, to him the said *Francis Fish* and his assigns, during his life, to the use and behoof of the said *Charles Careful* and *Mary* his wife, their heirs and assigns for ever, according to the custom of the said manor, as by the said recited indentures and the court rolls of the said manor, relation being thereunto respectively had may more fully appear. *And whereas* the said *Mary Fish* the mother of the said *Francis Fish*, hath been dead some time since, and the said *Francis Fish* hath lately at the request of the said *Charles Careful*, released all that customary messuage or tenement, called —, and the lands and appurtenances thereto belonging (part of the customary or copyhold estate, held of the said manor of *Caerleon*, and so surrendered as aforesaid), of and from his said annuity or yearly rent-charge of fifty pounds, charged thereon amongst other the aforesaid estates charged therewith as aforesaid.

The annuity has been in arrear three years.

A recital that the annuitant wants to borrow money upon the annuity, which a party hereto has agreed to advance.

And whereas the said annuity or yearly rent-charge of fifty pounds, hath been in arrear and unpaid for upwards of three years. *And whereas* the said *Francis Fish* having occasion for the sum of sixty pounds, hath applied to and requested the said *James Jones* to lend and advance

A recital that part of the premises have been discharged from the payment of the annuity.

vance him the same: and for securing the repayment thereof, with interest, and all such other sums of money as he the said *James Jones* may hereafter advance to him, with interest, he the said *Francis Fisb* hath proposed and agreed to grant, assign, and make over, all the said annuity, yearly rent-charge, or sum of fifty pounds, and all arrears thereof, and all powers of receiving and recovering the same, to the said *James Jones*, upon the trusts, and in the manner hereinafter expressed and declared thereof, to which he the said *James Jones* hath consented and agreed. Now THIS INDENTURE The considera-
tion. WITNESSETH, that in pursuance of the said agreement, and for and in consideration of sixty pounds of lawful money of *Great Britain*, to the said *Francis Fisb* in hand well and truly paid, by the said *James Jones*, at or before the sealing and delivery of these presents, the receipt whereof he the said *Francis Fisb* doth hereby acknowledge, and thereof, and of, and from every part thereof, doth acquit, release, and discharge, the said *James Jones*, his executors, administrators, and assigns, and every of them for ever by these presents. He the said *Francis Fisb* hath granted, bargained, sold, aliened, assigned, transferred, and set over; and by these presents doth grant, bargain, sell, alien, assign, transfer, and set over, unto the said *James Jones*, his executors, administrators, and assigns, all that, the said annuity, yearly rent-charge, or

The assignement
of the annuity

and all arrears.

General words.

annual sum issuing and payable for and during the natural life of the said *Francis Fisb*, out of the said freehold and copyhold messuages, lands, tenements, hereditaments, and premisses, mentioned and comprised in the said recited indenture of bargain and sale, and the surrender made to the use of the said *Charles Careful* and *Mary* his wife as aforesaid; and every or any part or parts thereof, with the appurtenances (other than and except the said copyhold messuage, or tenement called —, and the lands and appurtenances thereto belonging so released therefrom by the said *Francis Fisb* as aforesaid) and all arrears of the same annuity or yearly rent-charge, or sum of fifty pounds: And all powers of distress and entry upon, and perception of, the rents and profits of the same premisses and other remedies so by the said recited indenture or otherwise given or granted for securing and recovering the same annuity or yearly rent or sum of fifty pounds and the arrears thereof: and all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity of him the said *Francis Fisb*, of, in, to, or out of the said annuity, or yearly rent-charge or sum of fifty pounds, arrears, powers, and premisses hereby granted and assigned, or expressed and intended so to be, and every or any part thereof: Together with all deeds, evidences, and writings, in the custody or

or power of him the said *Francis Fisb*, touching or concerning the said annuity or yearly rent charge and premisses. To HAVE, HOLD, Habendum. receive, perceive, take and enjoy, all the said annuity or yearly rent-charge of fifty pounds, and all arrears thereof, and all powers and remedies of receiving and recovering the same, and all other the premisses hereby granted and assigned or expressed, and intended so to be, unto the said *James Jones*, his heirs and assigns, for and during the life of him the said *Francis Fisb*, in as full and ample a manner in all respects, and to all intents and purposes as he the said *Francis Fisb* now holds, or is intitled to, or hereafter might hold, receive, take, and enjoy the same in case these presents had not been made or executed. *Upon the trusts* nevertheless, and to and for the intents and purposes hereinafter expressed and declared, of and concerning the same; (that is to say) *Upon trust*, that he the said *James Jones*, his executors, administrators, and assigns, shall and do by the ways, or under the powers hereinbefore mentioned and transferred, or intended to be transferred, or by such other lawful ways and means as to him or them shall seem best, receive and recover all arrears now due or owing, and to become due or owing, for, or in respect of the said hereby conveyed annuity or yearly rent-charge or sum of fifty pounds, and premisses; and all the future quarterly portions or pay-

Upon trust to
recover the ar-
rears and future
payments.

and thereout
after payment
of all expences,

to satisfy the
money borrowed
with interest;

and also all fur-
ther monies that
the assignor
might borrow,

ments of the same annuity or yearly rent-charge, or the sum of fifty pounds, as the same shall from time to time become due and payable. And all other benefit and advantage to arise therefrom; and shall and do, by and out of the same arrears and payments of the said annuity or yearly rent-charge, or the monies to be received and recovered for or in respect of the same or any part thereof, after deducting and paying all charges and expences of or attending the receiving and recovering the same, pay all the charges and expences of, or attending the preparing, engrossing and executing these presents: and after payment thereof shall and do deduct, or pay and satisfy, all the said sum of sixty pounds, so lent and advanced by him the said *James Jones* to the said *Francis Fish*, with interest for the same, from henceforth at the rate of five pounds *per cent. per annum*: And also all such further sum and sums of money, as he the said *James Jones* shall or may lend, advance, or pay to him the said *Francis Fish*, with interest for such sum or sums from the time of advancing or lending the same, to the time or times of payment thereof, at the rate aforesaid: and from and after deducting and paying all such charges and expences as aforesaid; and also deducting or paying all the said sum of sixty pounds, and the interest thereof, and all such other sum or sums of money and the interest thereof as aforesaid, together

together with all other charges, damages, and expences, of or attending the performance of of the trusts hereby declared. *Upon this further trust*, that he the said *James Jones*, his executors, administrators, or assigs, shall and do pay the future portions or payments of the said annuity or yearly rent charge of fifty pounds, or the monies to arise thereof or assign and transfer all the same annuity or yearly rent charge, and all benefit and advantage thereof unto the said *Francis Fisb*, and his assigs, or as he or they shall direct or appoint; *And for the better and more effectual enabling* the said *James Jones*, his executors, administrators, and assigs, to receive, recover, and give discharges for the said annuity or yearly rent charge, arrears, and premisses, upon the trusts aforesaid, he the said *Francis Fisb*, hath nominated, constituted, and appointed, and in his place and stead, put and deputed, and by these presents, doth nominate, constitute, and appoint, and in his place and stead, put and depute the said *James Jones*, his executors, administrators, and assigs, to be the true and lawful attorney and attorneys, irrevocable of him the said *Francis Fisb*, and for him and in his name, or in his or their own name or names, or otherwise, but upon the trusts, and for the intents and purposes aforesaid, to ask, demand, sue for, and distrain, receive and recover all the said annuity or yearly rent charge of fifty pounds, and all arrears thereof,

and after payment thereof to pay the said annuity or re-sign the same to the assignor.

Power of attorney given to receive and recover the annuity.

thereof, and other the premisses hereby granted and assigned, or expressed and intended so to be, and every or any part, payment, or portion thereof; and upon non-payment thereof, or of any part thereof, when due or in arrear, also for and in the name of him the said *Francis Fisb*, or in his or their name or names, or otherwise, to enter into and upon the said hereditaments and premisses so charged therewith as aforesaid, and every or any part thereof (except as before excepted) and distrain, or receive and take the rents, issues, and profits of the said hereditaments for the same, or to commence and prosecute any action or actions, suit or suits, or other process at law or in equity, for the recovery thereof, that he the said *James Jones*, his executors, administrators, or assigns, shall be advised or think fit; and upon receipt or recovery of the said annuity or yearly rent charge or sum of fifty pounds, arrears and premisses, or any part thereof, likewise in the name of him the said *Francis Fisb*, or in his or their own name or names, or otherwise, to give good and effectual receipts, releases, and discharges for the same; and generally to do, make, perform, and execute, all or any other acts, deeds, process, or things in or about the premisses, as fully and effectually, to all intents and purposes as he the said *Francis Fisb*, might or could do, if personally present, and did or executed the same himself, and these presents

resents had not been made or executed, he the said *Francis Fish*, hereby giving and granting unto his said attorney or attorneyes, his full and whole power and authority in the premisses, and hereby ratifying and confirming, and agreeing further to ratify and confirm all and whatsoever his said attorney or attorneyes shall lawfully do, or cause to be done in or about the premisses, by virtue of these presents; *And* the said *Francis Fish*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said *James Jones*, his executors, administrators, and assigns, in manner following, that is to say, that no part of the said hereby conveyed and assigned annuity or yearly rent charge of fifty pounds, hath been paid to, or received by him the said *Francis Fish*, for upwards of three years last past; *And* that he the said *Francis Fish*, hath not at any time heretofore, made, done, executed, committed, or willingly, or knowingly occasioned or suffered any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said annuity or yearly rent charge of fifty pounds, or the arrears thereof, or other the said hereby granted and assigned premisses, or any part thereof, is, are, can, shall, or may be granted, released, or assigned, or impeached, charged, incumbered, or affected in title charge estate or otherwise howsoever (other

A covenant
from the af-
signor, that the
annuity has not
been paid for
three years.

That he has
done no act to
incumber.

Original Precedents

(except as to
releasing part.)
That the af-
signee shall
quietly enjoy
upon the trusts
aforesaid.

Covenant for
further assur-
ances.

than and except the releasing of the said mes-
tage called ——, and the lands thereto be-
longing therefrom as aforesaid) *And also* that
the said annuity or yearly rent charge, arrears,
and premisses hereby granted and assigned, or
expressed or intended so to be, shall henceforth
remain, continue, and be to the said *James Jones*,
his executors, administrators, and assigns, and be
by him and them peaceably and quietly received
and recovered, upon the trusts, and to and
for the intents and purposes hereinbefore
expressed, and declared, of and concerning
the same, in manner aforesaid, and according
to the true intent and meaning of these pre-
sents; *And that* without any let, suit, trouble,
or denial, of or by the said *Francis Fisb*, or by
any other person or persons lawfully claiming
or to claim, by, from, under or in trust for
him; *And further*, that he the said *Francis Fisb*,
and all and every other person and persons hav-
ing or lawfully claiming, or who shall or may
have or lawfully claim any estate, right, title,
trust or interest at law, or in equity, of, in,
to or out of the said hereby conveyed and as-
signed annuity or yearly rent-charge, or sum
of fifty pounds, arrears and premisses, or any
part therof, by, from, under, or in trust, for
him or them, shall and will from time to time
and at all times, until all such costs, charges,
damages, and expences, and sums of money,
and interest hereinbefore mentioned and di-
rected,

rected and authorised, to be deducted and paid under the trusts aforesaid, shall be fully paid and satisfied, upon every reasonable request of the said *James Jones*, his executors, administrators, or assigns, but at the proper costs and charges in the law of the said *Francis Fijb*, or his assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, and assurances in the law whatsoever for the further, better, and more effectual assigning and assuring the said annuity or yearly rent charge of fifty pounds, and all arrears thereof, and premisses hereby conveyed, and assigned, or expressed, or intended so to be, with the appurtenances, unto the said *James Jones*, his executors, administrators, and assigns, and the better enabling him or them to receive and recover the same upon the trust aforesaid, as by the said *James Jones*, his executors, administrators, or assigns, or his or their counsel in the law shall be reasonably advised or devised and required. IN WITNESS, &c.

Drawn by Mr. K —

Assignments

Assignments of Terms and Leasehold Interests.

No. XXIV. *An Assignment of Leasehold Premises from an Administrator, de bonis non, and a Mortgagor to the Mortgagee.*

THIS INDENTURE Tripartite, &c. between *John Read*, of *Lamb's Conduit Street*, in the parish of *Saint George the Martyr*, in the county of *Middlesex*, gentleman, administrator (with the will annexed) of the goods, chattels, and credits of *Peter Crofts*, late of, &c. deceased, left unadministred by *Peter Crofts*, his father, and sole executor, also deceased, so far as concerns the right and interest of the said *Peter Crofts*, the son, in and to the tenements hereinafter mentioned, to be hereby assigned and certain other leasehold tenements, in *B. Buildings*, in the parish of *Saint Clement Danes*, in the said county of *Middlesex*, of the first part; *Elizabeth Pugh*, of, *S. Street*, in the parish of *Saint James Westminster*, in the county of *Middlesex*, widow, and relict of *Eleazor Pugh*, heretofore of the said parish of *Saint George the Martyr*, but late of *Bengal*, in the *East Indies*, surgeon, deceased, of the second part; and *Grace Hughes*, of *Poland Street*, in the parish of *Saint James, Westminster*, in the said county of *Middlesex*, widow, of the third part;

part; Whereas by indenture of lease bearing A lease recited. date the fifth day of June, which was in the year of our Lord 17—, and made or mentioned to be made, between *Edward Brown*, of *Saint Mary Axe, London*, esquire, of the one part; and *John Maidman*, of the said parish of *Saint Clement Danes*, carpenter, of the other part; the said *Edward Brown*, for the considerations therein mentioned, did demise unto the said *John Maidman*, his executors, administrators, and assigns, all that piece or parcel of ground situate lying and being on the East-side of *B. Street*, in the parish of *Saint Andrew, Undershaft, London*, being part or parcel of certain ground, whereon three messuages or tenements formerly stood, sometime theretofore called the *Crane*, and afterwards the *Greyhound*, then lately pulled down and demolished, abutting South on *Mr. Nash*, and North partly on a common gateway or passage made to lead out of *B. Street* aforesaid, into a certain new court or buildings then called or intended to be called *Browne's Buildings*, which said piece or parcel of ground is therein mentioned, to be more plainly described in the scheme or plan thereof referred to by the same indenture, together with the messuage or tenement thereon erected and built, or then erecting and building upon the same ground or upon some part thereof, being one of the front houses, N° I. towards *B. Street*, of the said new court or buildings,

buildings, called or intended to be called *Browne's Buildings*, as the same messuage or tenement was then built over the West end or front of the abovementioned gateway or passage, together with the vault then built under the said West end or front of the said gateway or passage, and all other erections and buildings erected and built thereon, or which should thereafter be erected and built upon the said ground thereby demised, or any part thereof during the term thereby granted; to hold the same unto the said *John Maidman*, his executors, administrators, and assigns, from the Feast Day of *Saint Michael the Archangel*, then last past, for the term of seventy years, from thence next ensuing and fully to be compleat and ended at and under the clear yearly rent of ten pounds, payable quarterly as therein is mentioned; *And whereas* by one other indenture of lease bearing date the said fifth day of *June 17*—, and made between the said *Edward Brown*, of the one part; and the said *John Maidman*, of the other part; the said *Edward Brown*, for the considerations therein mentioned, did demise unto the said *John Maidman*, his executors, administrators, and assigns, all that piece or parcel of ground, situate, lying, and being in *B. Street* aforesaid, in the said parish of *Saint Andrew, Underhaft, London*, being other part or parcel of the ground whereon the said three demolished messuages,

*Another lease
recited.*

messuages, or tenements formerly stood, called or intended to be called *Browne's Buildings*, fronting North on the said court or buildings, and South on Mr. *Nash*, East on a messuage or tenement erected and built by the said *John Maidman*, on other part of the said ground, whereon the said demolished houses stood, and West on a messuage or tenement, also erected and built by the said *John Maidman*, on other part of the said ground, whereon the same demolished houses stood, as the said piece or parcel of ground thereby demised, is more plainly described in the scheme or plan thereof thereby referred to, together with the messuage or tenement erected and built, or then building or erecting upon the front or North end of the ground thereby demised, being the house N° 8, in the said court, and all other erections and buildings erected and built, or which should or might thereafter be erected and built upon the said piece or parcel of ground thereby demised, or any part thereof, during the said term thereby granted; *To hold* the same unto the said *John Maidman*, his executors, administrators, and assigns, from *Michaelmas day*, then last past, for the term of seventy years, at the clear yearly rent of four pounds, payable quarterly as therein is mentioned; *And whereas* by a certain other indenture of lease, bearing date the said fifth day of *June* 17—, and made between the said

Another lease
recited.

Original Precedents

Edward Brown, of the one part; and the said *John Maidman*, of the other part; the said *Edward Brown*, for the considerations therein mentioned, did demise unto the said *John Maidman*, his executors, administrators, and assigns, all that piece or parcel of ground, situate, lying, and being, in *B. Street* aforesaid, in the said parish of *Saint Andrew, Undershaft, London*, (being other part and parcel of the said ground, whereon three messuages or tenements formerly stood, sometime theretofore called the *Crane*, and afterwards the *Greybound*, then lately pulled down and demolished) abutting North on a new court or buildings, other part of the said ground whereon the said three demolished messuages or tenements formerly stood, called or intended to be called *Browne's Buildings*, and which said piece or parcel of ground thereby demised did abut and adjoin South on *Mr. Nash*, East on a messuage or tenement erected and built by the said *John Maidman*, on other part of the said ground whereon the said demolished houses stood, as the said piece or parcel of ground is more plainly described in the scheme, or plan thereof, thereby likewise referred to, together with the messuage or tenement erected and built upon the ground thereby demised, or some part thereof, being the house N° 9. in the said court, and all other erections and buildings erected and built, or which should

or

or might thereafter be erected and built upon the said piece or parcel of ground thereby demised, or any part thereof, during the term thereby granted; To hold the same, with the appurtenances, unto the said *John Maidman*, his executors, administrators, and assigns, from *Michaelmas day* then last, for and during the term of seventy years, thereby granted, at and under the clear yearly rent of four pounds, payable quarterly, as therein mentioned; *And* Another lease
recited.
whereas by a certain other indenture of lease, bearing date the said fifth day of *June 17*— and made between the said *Edward Brown*, of the one part; and the said *John Maidman*, of the other part; the said *Edward Brown*, did demise unto the said *John Maidman*, his executors, administrators, and assigns, all that piece or parcel of ground, situate, lying, and being in *B. Street* aforesaid, in the said parish of *Saint Andrew, Undershaft, London*, being other part or parcel of certain ground, whereon the said three messuages or tenements formerly stood, sometime theretofore, called the *Crane*, and afterwards the *Greybound*, then lately pulled down and demolished, abutting North on a new court or buildings (other part of the ground whereon the said demolished houses formerly stood) called or intended to be called *Browne's Buildings*, which said piece or parcel of ground thereby demised, did abut, and adjoin South on *Mr. Nash*, East on a mes-

suage or tenement, erected and built by the said *John Maidman*, on other part of the ground, whereon the said demolished houses stood, and West on a messuage or tenement, also erected and built by the said *John Maidman*, on other part of the ground whereon the said demolished houses stood, as the said piece or parcel of ground thereby demised, is more plainly described in the scheme or plan thereof thereby likewise referred to, together with the messuage or tenement erected and built upon the ground thereby demised, or some part thereof, being the house N^o 10, in the said court, and all other erections and buildings erected and built, or which should or might be thereafter erected and built upon the said piece or parcel of ground thereby demised, or any part thereof during the said term thereby demised; To hold the same unto the said *John Maidman*, his executors, administrators, and assigns, from *Michaelmas day* then last, for and during the full term of seventy years, at the clear yearly rent of four pounds, payable quarterly as therein is mentioned; And whereas by indenture of assignment or mortgage, bearing date the seventh day of *August*, which was in the year of our Lord 17—, and made or mentioned to be made, between the said *Eleazar Pugh* and, *Elizabeth* his wife, of the one part; and the said *Grace Hughes*, party hereto, by her then description of *Grace Hughes*, of the parish of *Saint*

An indenture
of mortgage re-
cited.

Saint James, within the liberty of Westminster,
in the said county of *Middlesex, widow, of the*
other part; reciting to the effect hereinbefore
recited; And also further reciting or taking
notice, that by sundry mesne assignments and
conveyances in the law or otherwise, the said
Eleazar Pugb, and Elizabeth, his wife, in right
of the said *Elizabeth, were become legally*
intitled unto all and singular the said pieces
or parcels of ground, and the said four several
messuages or tenements thereon erected and
built, and other the premisses, in and by the
said several in part recited indentures of lease,
demised, for and during all the residue and
remainder of the said several terms of seventy
years thereby granted; and that the said
Eleazar Pugb, had occasion to borrow the
sum of five hundred pounds, of the said *Grace*
Hugbes; It was witnessed that the said Eleazar
Pugb, and Elizabeth his wife, in consideration
of the sum of five hundred pounds, to them
or one of them, paid by the said *Grace Hugbes,*
did grant, bargain, sell, assign, transfer, and
set over unto the said *Grace Hugbes, her execu-*
tors, administrators, and assigns, the said sev-
eral pieces or parcels of ground, messuages,
or tenements, yards, erections, vaults, and
buildings thereon erected and built, or there-
after to be erected and built; and all other the
premisses in and by the said several recited
indentures of lease demised, with their and

every of their appurtenances; And all the estate, right, title, and interest, of them the said *Eleazor Pugh* and *Elizabeth*, his wife, of, in, to or out of the said premisses, or any part or parcel thereof, together with the said four several indentures of lease above set forth, and all mesne assignments thereof; To hold the said several pieces or parcels of ground, messuages or tenements, and all and singular other the premisses thereby assigned or intended so to be, with their and every of their appurtenances, unto the said *Grace Hughes*, her executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said several terms of years, by the said several indentures of lease demised, then to come and unexpired; subject nevertheless to a proviso or condition therein contained for making void the same, on payment by the said *Eleazor Pugh* and *Elizabeth*, his wife, to the said *Grace Hughes*, of the full sum of five hundred and twenty-five pounds, in manner therein mentioned; And whereas by indenture of assignment bearing date on or about the 13th day of the said month of *August* 17—, and made or mentioned to be made between the said *Eleazor Pugh*, and *Elizabeth* his wife, of the one part; and the said *Peter Crofts*, the son, of the other part; reciting (amongst other things) the said four several hereinbefore recited indentures of lease; and that by sundry mesne assign-

An indenture
of assignment
recited whereby
the premisses
were assigned,
subject to the
mortgage to a
trustee for the
sole benefit of
the wife of the
mortgagor.

assignments in the law, the said several pieces or parcels of ground thereby demised, with the messuages or tenements thereon erected, became and were at the time of his death vested in *Thomas Gibson*, late of *W. Street*, in the said parish of *Saint James, Westminster*, peruke maker, during the then residue and remainder of the several terms of years, by the said recited indentures of lease granted thereof as aforesaid, and that the said *Thomas Gibson* duly made his last will and testament in writing, bearing date the third day of *July 17-*, and thereby after devising some few pecuniary legacies, gave the residue of his estate and effects unto *John Milnes*, then of the Admiralty Office, but afterwards of the parish of *Rudgeley*, the county of *Stafford*, esquire, and to one *George Woolley*, upon trust, to the use and behoof of his the said testator's daughter, the said *Elizabeth Pugh*, by her then name of *Elizabeth Gibson*, on her attaining the age of twenty-one years; and that the said *Thomas Gibson*, in or about the month of *September 17-*, departed this life without revoking or altering his said will, and the said *John Milnes* and *George Woolley*, duly proved the same in the Prerogative court of *Canterbury*; And that the said *George Woolley*, was long since deceased, and that the said *Elizabeth Pugh* many years ago attained her age of twenty-one years, and had then lately married with the said

Eleazar Pugb; and further reciting that the said *Eleazar Pugb*, and *Elizabeth* his wife, having occasion to borrow five hundred pounds, had requested the said *John Milnes*, as surviving executor as aforesaid, to assign over to them the said leasehold premisses for the then residue of the said several terms of years therein, for the purpose and intent of raising the said sum of five hundred pounds, upon the security of the said premisses, and upon this particular and express agreement, that the said *Eleazar Pugb*, and *Elizabeth* his wife, would immediately after the raising the said five hundred pounds, settle and assign all and singular the said leasehold premisses subject to such mortgage, to some trustee to be chosen, by and on the part and behalf of the said *Elizabeth*, for her sole and proper use and behoof, intirely free from the controul or intermeddling of her said husband, or being anyways subject to his debts or engagements; and that the said *John Milnes*, for that purpose and with that particular intent, did accordingly by indenture bearing date the 7th day of *May* 17— duly assign over the said premisses, unto them the said *Eleazar Pugb*, and *Elizabeth* his wife, their executors, administrators, and assigns, To hold from thenceforth for the residue and remainder of the said several terms of seventy years, therein then to come and unexpired, and that the said *Eleazar Pugb*, had accord-

accordingly borrowed of the said *Grace Hugbys*, the sum of five hundred pounds, on a mortgage of the said premises, and that the said *Elizabeth Pugb* had nominated and appointed the said *Peter Crofts*, party thereto, for her trustee of the said premises, subject to the said mortgage; It was witnessed that the said *Eleazar Pugb*, and *Elizabeth* his wife, in performance of the said agreement so made, with the said *John Milnes* as aforesaid; and for other the considerations therein mentioned, did bargain, sell, assign, transfer, and set over unto the said *Peter Crofts*, the son, his executors, administrators, and assigns, all and singular the above mentioned leasehold premises with their appurtenances, and all their estate and interest therein, to hold the same and every part thereof respectively, unto the said *Peter Crofts*, his executors, administrators, and assigns, from thenceforth, for the residue and remainder of the several and respective terms of years therein, then to come and unexpired; subject to the said mortgage, and the payment of the yearly rents, in and by the said several recited indentures of lease reserved, and the performance of the covenants therein contained, on the lessees part to be performed, in trust that the said *Peter Crofts*, his executors, administrators, or assigns, should from time to time during such part and parts of the said several and respective terms of seventy years, as the said *Eleazar Pugb*, and *Elizabeth* his wife, should jointly

jointly live, collect and receive the rents, issues, and profits of the said premises, or permit and suffer the said *Elizabeth Pugb*, by herself, or such other person or persons as she should from time to time, notwithstanding her coverture for that purpose, appoint to collect and receive the same; and thereout to pay and satisfy all the ground-rents respectively reserved thereon, and all taxes any ways affecting the same, and the interest of the said five hundred pounds so borrowed as aforesaid: and to apply the residue of the said rents, issues, and profits, for the sole and separate use of the said *Elizabeth Pugb*, notwithstanding her coverture, free from and without the controul and intermeddling of her said husband, and without being subject to his debts or engagements, and from and after the decease of the said *Eleazar Pugb*, in case the said *Elizabeth Pugb* should him survive; then in trust to and for the sole use and benefit of the said *Elizabeth Pugb*, her executors, administrators, and assigns, for and during all the residue and remainder of the said several and respective terms of years, which should be therein respectively then to come and unexpired, as in and by the said several recited indentures, relation being thereto respectively had, may appear.

And whereas the said *Grace Hughes* did in *Trinity Term*, in the eighth year of the reign of his present Majesty, exhibit her bill in his Majesty's court of Exchequer, against the said *Eleazar Pugb* and *Elizabeth* his wife, in order to be paid

A recital that a bill had been filed in the court of Exchequer, and that the equity of redemption was foreclosed.

paid the principal and interest due on her said mortgage; or in default thereof, that the said *Eleazar Pugh* and *Elizabeth* his wife, might stand absolutely foreclosed from all equity of redemption of and in the said mortgaged premisses, and by an order of the said court, bearing date on or about the 7th day of *November*, 17—, made in the said cause, it was ordered that the said *Eleazar Pugh* and *Elizabeth* his wife, should stand absolutely debarred and foreclosed, of and from all equity and benefit of redemption whatsoever of, in, and to the said mortgaged premisses. *And whereas* the said *Peter Crofts*, the son, some time since departed this life, having made and duly executed his last will and testament in writing, bearing date the 21st day of *September*, which was in the year of our Lord 1769, and thereof appointed the said *Peter Crofts*, his father, sole executor and universal legatee, who in the month of *November* in the said year of our Lord 1769, duly proved the same in the Prerogative Court of *Canterbury*, and afterwards departed this life intestate, and a' ministratiōn (with the said will annexed) of the goods, chattels and credits of the said *Peter Crofts*, the son, left unadministred, by the said *Peter Crofts*, the father, so far only as concerns the right, title, and interest of him the said *Peter Crofts*, the son, in and to certain leasehold premisses in *B. Buildings* aforesaid, as well as the premisses herein-
after

A recital that
the trustee died
having made a
will and appoint-
ed his father ex-
ecutor, who died
and administra-
tion *de bonis non
was granted to a
party hereto as
to part of the
premisses.*

after mentioned, to be hereby assigned; and the residue and remainder of the said several terms of seventy years thereof granted as aforesaid, now therein to come and unexpired, hath been duly granted by the said Prerogative Court of Canterbury to the said *John Read* party hereto.

A recital that the mortgagee apprehended the premisses were of more value than the money due thereon, and had therefore agreed to give a further sum for the same, upon the mortgagor's releasing, &c.

The considera-
tion.

And whereas the said *Eleazor Pugb* is lately deceased, and the said *Grace Hughes* apprehending the said leasehold premisses to be of more value than the money due to her thereon, hath therefore agreed to give the said *Elizabeth Pugb* the sum of one hundred and sixty-five pounds ten shillings, on the said *Elizabeth Pugb* and her trustee the said *John Read* releasing to the said *Grace Hughes* all their right and interest in and to the said leasehold premisses in such manner as is hereinafter mentioned. Now THIS INDENTURE WITNESSETH, that for and in consideration of the principal and interest due on, and intended to be secured by the said hereinbefore recited mortgage, and of the sum of one hundred and sixty-five pounds ten shillings, of lawful money of *Great Britain*, by the said *Grace Hughes* to the said *Elizabeth Pugb* in hand, at and before the sealing and delivery of these presents, well and truly paid, the receipt whereof she the said *Elizabeth Pugb*, doth hereby acknowledge herself therewith fully satisfied, and thereof, and of, and from every part thereof, doth acquit, release, and discharge the said *Grace Hughes*, her

her executors, administrators, and assigns, and every of them for ever by these presents. And also in consideration of five shillings of like lawful money, by the said *Grace Hughes*, to the said *John Read* in hand, also paid at and before the sealing and delivery of these presents, the receipt whereof he doth hereby also acknowledge. He the said *John Read*, (at the request and by the direction and appointment of the said *Elizabeth Pugh* (testified by her being a party to, and executing of these presents) hath assigned, transferred, and set over, and the said *Elizabeth Pugh* hath granted, assigned, released, ratified, and confirmed; and by these presents the said *John Read* doth assign, transfer, and set over; and the said *Elizabeth Pugh* doth grant, assign, release, ratify, and confirm, unto the said *Grace Hughes*, all those the said four several pieces or parcels of ground, with the messuages or tenements, erections and buildings thereon erected and built, and all and singular other the premisses hereinbefore mentioned, and in and by the said recited indenture of the 13th day of *August*, 17—, assigned to the said *Peter Crofts*, the son, as aforesaid, with their, and every of their rights, members, and appurtenances. And all the estate, right, title, interest, terms of years now to come and unexpired, use, trust, property, benefit, equity of redemption, claim, and demand whatsoever, both at law and in equity,

The assignment.
General words.
of

of them the said *John Read* and *Elizabeth Pugb*, and each of them, of, in, to, or out of the said hereby assigned premisses, and every part and parcel thereof, together with the said several recited indentures of lease, and the mesne assignments of the same. *To have and to hold* the said pieces or parcels of ground, messuages or tenements; and all and singular other the premisses hereby bargained, sold, assigned, ratified and confirmed, or intended so to be, with their and every of their appurtenances, unto the said *Grace Hughes*, her executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder now to come and unexpired of the said several terms of seventy years each, in and by the said four several recited indentures of lease granted thereof as aforesaid, subject nevertheless to the payment of the rents and the performance of the covenants and agreements by and in the same indentures of lease respectively reserved and contained on the tenant or lessee's part to be paid, done and performed. *And* the said *John Read* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said *Grace Hughes*, her executors, administrators and assigns, that he the said *John Read* hath not at any time heretofore made, done, executed, or committed, or wittingly or willingly suffered any act, deed, matter, or thing, whatsoever, whereby,

A covenant from
the administrator
that he hath
done no act to
incumber.

by, or by means whereof the said hereby assigned premises, or any part thereof, are, is, shall or may be impeached, charged, affected, or incumbered, in title, charge, estate, or otherwise howsoever. *And the said Elizabeth Pugh for herself, her heirs, executors, and administrators, doth covenant, promise, and agree to and with the said Grace Hughes, her executors, administrators, and assigns, by these presents, in the manner following; (that is to say) That she the said Grace Hughes, her executors, administrators, and assigns, well and truly paying the rents and performing the covenants and agreements by and in the said recited indentures of lease respectively reserved and contained on the tenant or lessee's part, to be paid, done, and performed, shall and may lawfully, peaceably, and quietly, have, hold, occupy, possess, and enjoy the said pieces or parcels of ground, messuages, or tenements, erections, buildings, and other the premises hereinbefore mentioned to be hereby bargained, sold, assigned, ratified, and confirmed, or intended so to be, with their appurtenances, and receive and take the rents, issues, and profits thereof, and of every part thereof, to and for her and their own proper use and benefit for and during all the rest and residue of the said several and respective terms, of seventy years therein, without the lawful let, suit, trouble, interruption, claim, or demand, of or by the said Elizabeth Pugh,*

A covenant for
peaceable enjoy-
ment.

her

her executors, administrators, or assigns, or any other person or persons, having or lawfully claiming or to claim, any estate, right, title, or interest of, in, or to the same, by, from, under, or in trust for her, them, or any of them; or by from or under the said *Eleazor Pugh*, deceased. *And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Elizabeth Pugh*, her executors or administrators, well and sufficient-ly saved, defended, kept harmless, and indem-nified of, from and against all and all manner of former and other gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, and all other estates, titles, charges, and incum-brances whatsoever, had made, committed, done, or suffered by her the said *Elizabeth Pugh*, or the said *Eleazor Pugh*, deceased, or any person or persons claiming or to claim, by, from, or under them or either of them.* *And moreover, that she the said *Elizabeth Pugh*, her executors or administrators, and all and every other per-son or persons having or lawfully claiming, or to claim, any estate, right, title, trust, or interest of, in, to, or out of the said premisses hereby bargained, sold, assigned, ratified and confirmed, or any part thereof, from, by, under, or in trust for her, or the said *Eleazor Pugh*, deceased, shall and will from time to time and at all times, within the space of ten years next en-suing the date of these presents, upon the re-*

Free from prior
incumbrances.

A covenant for
further assur-
ances.

quest and at the proper costs and charges in the law of the said *Grace Hughes*, her executors, administrators, and assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, assignments, conveyances and assurances in the law whatsoever, for the better, more perfect, and absolute conveying, assigning, and assuring the said premises, and every of them, and every part and parcel thereof, with the appurtenances, unto the said *Grace Hughes*, her executors, administrators, and assigns, for and during all the residue and remainder which shall be then to come and unexpired of the several terms of seventy years each respectively granted thereof as aforesaid, as by the said *Grace Hughes*, her executors, administrators and assigns, or her or their counsel learned in the law, shall be reasonably devised or advised and required. IN WITNESS, &c.

I approve of this draught,

MAT. DUANE.

An Assignment of Leasehold Premises from Mortgagees, the Purchasers of the Equity of Redemption, and the Mortgagor to a Purchaser.

No. XXV.

THIS indenture of six parts, made, &c.
between *Morgan Moses* of, &c. gentleman, of the first part; and *Sarah Tripp* of
Vot. I. No. V. A a Long-

Original Precedents

Long Acre, in the parish of *St. Martin in the Fields*, in the city of *Westminster*, and said county of *Middlesex*, spinster, of the second part; *Job Tripp* of *Bedford-street, Westminster*, hosier, of the third part; *Thomas Skinner* of *Aldersgate-street, London*, auctioneer, of the fourth part; *John Adams* of the parish of *St. Mary-le-bone*, in the county of *Middlesex*, mason, of the fifth part; and *Joseph King* of *Woodford-bridge*, in the county of *Essex*, esquire, of the sixth part. *Whereas* by an indenture of lease, bearing date on or about the 16th day of *October 17—*, and made between *Samuel Adams* of the parish of *St. Mary-le-Bone*, otherwise *Marybone*, in the said county of *Middlesex*, builder, of the one part, and *Roger Guyer* of the same parish, carpenter, of the other part. *It is witnessed*, that for the considerations therein mentioned, he the said *Samuel Adams* did demise, lease, set, and to farm let, unto the said *Roger Guyer*, his executors, administrators, and assigns, all that piece or parcel of ground situate, lying and being on the South side of *D. Street*, in the parish of *St. Mary-le-Bone*, in the county of *Middlesex*, fronting North, in the said street, and abutting South on ground leased to *John Williams*, East, on premisses belonging to the said *Samuel Adams*, and West on premisses leased, or intended to be leased, to the said *Roger Guyer*, containing in width, from East to West, as well on the North as

South

South end thereof, twenty-two feet, little more or less, and in depth from North to South on the East side forty-three feet, and on the West side forty-two feet three inches, little more or less; which said piece or parcel of ground is more particularly delineated and described in the plan or ground plot, drawn in the margin of the said indenture, together with the double brick messuage or tenement, then erecting and building thereon, being the seventh house Westward from *Portman-street*, and all other erections and buildings, which then were or should or might be erected or built thereon. To hold unto the said *Roger Guyer*, his executors, administrators, and assigns, from *Michaelmas 17*—, for and during and unto the full end and term of ninety-six years, and one quarter of a year (wanting two days) at the rent of a pepper corn for the first year and an half of the said term, and at and under the clear yearly rent of nine pounds and nine shillings, during the remainder of the said term; and also at and under the contingent or eventual reservation of the yearly rent of fifty pounds, if certain trades, therein particularly mentioned, should be used or exercised on the said premisses, without the consent of the said *Samuel Adams*, his executors, administrators, and assigns, payable in manner therein mentioned, as in and by the said recited indenture of lease, reference

A mortgage
recited.

being thereunto had, will more fully appear. *And whereas* by indenture of assignment bearing date on or about the 22d day of *March*, which was in the year of our Lord 17—, and made, or mentioned to be made, between the said *Roger Guyer* of the one part, and *John Cator* of the parish of *Saint Saviour, Southwark*, timber merchant, of the other part, Reciting, (amongst other things the said hereinbefore recited indenture of lease;) It is witnessed, that for the considerations therein mentioned, the said *Roger Guyer* did bargain, sell, assign, transfer, and set over unto the said *John Cator*, his executors, administrators, and assigns, all the said premises comprised in the said hereinbefore recited indenture of lease, to hold unto the said *John Cator*, his executors, administrators, and assigns, from thenceforth for all the residue and remainder of the said term in the said hereinbefore recited indenture of lease granted, subject nevertheless to a proviso for redemption, on payment by the said *Roger Guyer*, his executors, administrators, or assigns, to the said *John Cator*, his executors, administrators, or assigns, of the money therein mentioned, according to the condition of a bond therein recited; *And whereas*, by one other indenture of assignment tripartite, bearing date on or about the 9th day of *November*, which was in the year of our

Lord

An assignment
of the equity of
redemption up-
on various trusts
recited.

Lord 17—, and made, or mentioned to be made between the said *Roger Guyer* of the first part, the said *Samuel Adams* of the second part, and *Godfrey Wilson* of the parish and county aforesaid, of the third part, Reciting (amongst other things) the said hereinbefore recited indenture of lease and mortgage, and that a sum of one thousand eight hundred pounds, with an arrear of interest, remained due from the said *Roger Guyer*, to the said *John Cator* on the premisses therein comprised; and also reciting, that the said *Roger Guyer* was indebted to the said *Samuel Adams* in nine hundred and nineteen pounds three shillings and ten pence, as appeared by an account made up and settled between them; and that the said *Roger Guyer*, for the better securing to the said *Samuel Adams*, his executors, administrators, and assigns, the said nine hundred nineteen pounds three shillings and ten pence, with interest, and for other purposes therein mentioned, agreed to assign to the said *Godfrey Wilson* (being a person appointed by the said *Samuel Adams* in that behalf) his equity of redemption of (amongst other premisses therein mentioned) the said premisses demised by the said recited indenture of lease in the manner and upon the trusts therein mentioned. It is by the now reciting indenture of assignment witnessed, that for the considerations aforesaid, and of five shillings, to the said *Roger Guyer*, by the said *Godfrey Wilson* paid,

the said *Roger Guyer* did assign to the said *Godfrey Wilson* (amongst other premisses therein mentioned) the said premisses demised by the said indenture of lease, and all his right and equity of redemption therein, to hold unto the said *Godfrey Wilson*, his executors, administrators, and assigns, for the remainder of the term to come in the said indenture of lease, subject nevertheless to the said indenture of mortgage to the said *John Cator*, upon trust, that the said *Godfrey Wilson* should, with the consent of the said *Samuel Adams*, sell and dispose of (amongst other premisses therein mentioned) the premisses demised by the said hereinbefore in part recited indenture of lease in manner therein mentioned; and out of the money to arise by such sale should in the first place pay the said sum of one thousand pounds, and interest due, to the said *John Cator* on the said indenture of mortgage, and also all such other sums of money which were due from the said *Roger Guyer* to the said *John Cator*, and agreed to be charged on the said premisses, and all taxes and outgoings due in respect of the said premisses, and all charges and expences attending the execution of the trusts of the said indenture; and after payment thereof, then in trust to pay the residue of such monies towards the discharge of the said sum of nine hundred and nineteen pounds three shillings and ten pence, so due from the said *Roger Guyer* to the said *Samuel Adams*,

Adams, and interest for the same, as also of such further sums as the said *Samuel Adams* should lay out in finishing the messuages thereby assigned, or any messuage or messuages of the said *Roger Guyer* in the parish of *Saint Mary-le-Bone*; and also all such other sums which the said *Samuel Adams*, should lay out on any other account whatsoever, with interest for the same, and after the payment thereof, then in trust to pay the surplus of the said monies (if any) to the said *Roger Guyer*, his executors, administrators, and assigns, for his or their own use and benefit: in which said indenture it was declared, that after the payment of the purchase money or monies by the purchasor or purchasors to the said *Godfrey Wilson*, such purchasor or purchasors should not be answerable for the same, but that the receipt or receipts of the said *Godfrey Wilson* should be good discharges for the same. *And whereas*, also by an indenture of five parts, bearing date on or about the 22d day of *June* 17—, and made or mentioned to be made between the said *John Cator*, of the first part; the said *Godfrey Wilson*, of the second part; the said *Samuel Adams*, of the third part; the said *Roger Guyer*, of the fourth part; and the said *John Adams*, party thereto, of the fifth part; reciting *int. al.* the said several indentures, and reciting that the said sum of one thousand pounds remained due to the said *John Cator*, and all interest for the same, from the

An assignment
of the mortgaged
premises to a
purchasor re-
cited.

date of the said indenture of mortgage, to the date thereof, making together the sum of one thousand two hundred and twelve pounds ten shillings; And reciting that the said *Roger Guyer*, was indebted to the said *Samuel Adams*, in a considerable sum of money; And also reciting that the said *John Adams* had agreed for the fixtures of (amongst other premisses therein mentioned) the premisses demised by the said indenture of lease, subject (among other rents, covenants, and agreements) to the rent, covenants, and agreements in the said indenture of lease, at the price or sum of one thousand two hundred pounds, being the full value thereof; and that it had been agreed between the parties thereto, that the said sum of one thousand two hundred pounds should be paid to the said *John Cator*, in satisfaction of the interest due to him on the said mortgage, and also in satisfaction of the sum of nine hundred and eighty-seven pounds ten shillings, part of the said principal sum of one thousand pounds, secured as aforesaid, and that in order totally to exonerate (amongst other premisses) the premisses demised by the said indenture of lease, from the said sum of one thousand pounds, and interest, and of and from all principal money and interest due to the said *Samuel Adams*, from the said *Roger Guyer*, the said *John Cator*, agreed to join in the assignment thereby intended to be made, and

and the said *Samuel Adams*, agreed to permit the said *Godfrey Wilson*, to join therein also; It is witnessed that in consideration of the sum of one thousand two hundred pounds, by the said *John Adams*, by the direction of the said *Roger Guyer*, and with the approbation of the said *Godfrey Wilson* and *Samuel Adams*, paid to the said *John Cator*, and of five shillings paid by the said *John Adams*, to the said *Godfrey Wilson*, and *Roger Guyer*, the said *John Cator*, and *Godfrey Wilson*, by the direction of the said *Roger Guyer*, and *Samuel Adams*, did assign, and the said *Roger Guyer* did assign, ratify, and confirm to the said *John Adams*, his executors, administrators, and assigns, amongst other premisses, the premisses demised by the said indenture of lease, and all their right and interest therein; To hold to the said *John Adams*, his executors, administrators, and assigns, for the residue of the term to come in the said indenture of lease, discharged of and from the proviso in the said indenture of mortgage, and the trusts in the said last mentioned indenture, but subject to the rent, covenants, and agreements in the said indenture of lease; *And whereas* by indenture bearing date the 29th day of *June 17*—, and made or mentioned to be made, between the said *John Adams*, of the one part; and the said *Morgan Moses*, of, &c. of the other part; reciting among other things, the said hereinbefore recited indenture of lease; It is witnessed, that in consideration

A mortgage of
the premisses
from such pur-
chaser recited.

of

of the sum of four hundred pounds therein mentioned, to be, and which was paid by the said *Morgan Moses*, to the said *John Adams*, he the said *John Adams*, did bargain, sell, assign, transfer, and set over unto the said *Morgan Moses*, his executors, administrators, and assigns, all the said premisses comprised in the said hereinbefore recited indenture of lease, To hold to the said *Morgan Moses*, his executors, administrators, and assigns, for the residue of the said term, in the said hereinbefore recited indenture of lease granted, subject to a proviso for redemption therein contained, on payment by the said *John Adams*, his executors, administrators, and assigns, to the said *Morgan Moses*, his executors, administrators, and assigns, of four hundred pounds, together with lawful interest for the same, at the time therein mentioned, and now long since past; and the said *John Adams* did also assign to the said *Morgan Moses*, his executors, administrators, and assigns, all that instrument or policy of insurance in the Sun Fire Office, N°. 353906, date 16th May then last, whereby the said premisses demised by the said hereinbefore recited indenture of lease, were insured in the sum of seven hundred pounds, from loss by fire, subject to the aforesaid proviso for redemption: *And whereas* by another indenture of assignment, bearing date the 10th day of August 17—, and made or mentioned to be made, between the said *John Adams*, of the one

*A further mort-
gage recited.*

one part; and the said *Job Tripp*, of the other part; reciting the said hereinbefore recited indenture of lease, and also reciting that the said *John Adams*, having occasion to borrow the sum of two hundred pounds, had requested the said *Job Tripp*, to lend and advance him the same; the said *John Adams* in consideration of the sum of two hundred pounds therein mentioned, to be paid, and which was paid to him by the said *Job Tripp*, did bargain, sell, assign, transfer, and set over unto the said *Job Tripp*, his executors, administrators, and assigns, all the said premises comprised in the said hereinbefore recited indenture of lease; to hold to the said *Job Tripp*, his executors, administrators, and assigns, for the residue of the term in the said recited indenture of lease granted, subject to the said hereinbefore recited mortgage, to the said *Morgan Mosei*, and also to a proviso for redemption, on payment by the said *John Adams*, his executors, administrators, and assigns, to the said *Job Tripp*, his executors, administrators, and assigns, of the sum of two hundred pounds, together with interest for the same, at the rate of 5l. per centum , on the 10th day of *August* then next: *And whereas* by one other indenture of assignment, bearing date on or about the 10th day of *December*, which was in the said year of our Lord 17—, and made or mentioned to be made between the said *Job Tripp*, of the one part; and the said *Sarah Tripp*, of the other part; reciting

the

An assignment
of this last
mortgage re-
cited.

the said indenture of lease, and also the indenture of the 10th day of *August 17*—, and also that there was then due upon the said mortgage, of the said *John Adams*, to the said *Job Tripp*, the sum of two hundred and three pounds, six shillings and eight pence, for principal and interest, and that the said *Job Tripp*, being in want of money, had applied to the said *Sarah Tripp*, to pay and advance the same to him, and to take an assignment of the said in part therein recited mortgage of the 10th day of *August 17*—, which she the said *Sarah Tripp* had agreed to; It is witnessed that the said *Job Tripp*, in consideration of the sum of two hundred and three pounds six shillings and eight pence, to him paid by the said *Sarah Tripp*, did grant, bargain, sell, assign, transfer, and set over unto the said *Sarah Tripp*, her executors, administrators, and assigns, all the premises comprised in the said indenture of lease, To hold unto the *Sarah Tripp*, her executors, administrators, and assigns, for the remainder of the term in the said indenture of lease, granted, subject nevertheless in the manner mentioned in the said indenture of assignment; *And whereas* by one other indenture bearing date on or about the 20th day of *August 17*—, and made or mentioned to be made, between the said *John Adams*, of the one part; and the said *Thomas Skinner*, of the other part; reciting to the

A recital that
the mortgagor
had assigned his
equity of re-
demption.

the effect hereinbefore recited, and that the said *Thomas Skinner*, had agreed with the said *John Adams*, for the absolute purchase of the equity of redemption, of and in the premisses, for the sum of one hundred pounds; It is witnessed that for the consideration therein mentioned to be, and which was paid by the said *Thomas Skinner*, to the said *John Adams*, he the said *John Adams*, did bargain, sell, assign, transfer, and set over unto the said *Thomas Skinner*, his executors, administrators, and assigns, all the said premisses comprised in the said hereinbefore recited indenture of lease; To hold unto the said *Thomas Skinner*, his executors, administrators, and assigns, for the remainder of the term by the said indenture of lease granted, subject to the payment of the rent and performance of the covenants in the said lease contained; and subject to the said two several hereinbefore recited mortgages, to the said *Morgan Moses*, *Job Tripp*, or the said *Sarah Tripp*, as in and by the said recited indentures of lease, and the said several recited indentures of assignment, reference being thereunto respectively had, will more fully appear; *And whereas* the said *Joseph King*, hath contracted and agreed with the said *Thomas Skinner*, for the purchase of the said leasehold messuages and premisses, for all the residue of the said term of ninety-six years and one quarter of a year, wanting two days, yet to come

A recital that
a party hereto
had agreed to
purchase the
premisses.

therein,

Original Precedents

A recital of
what is due to
the different
mortgagors.

therein, at and for the price or sum of nine hundred and fifty pounds; *And whereas* there now remains due and owing unto the said *Morgan Moses*, the sum of four hundred and fifty-five pounds seventeen shillings and six-pence, for principal and interest on his said mortgage, and to the said *Sarah Tripp*, as assignee of the said *Job Tripp*, the sum of two hundred and sixteen pounds fourteen shillings and six-pence, for principal and interest on his said mortgage; and it hath been agreed that the said several sums of four hundred and fifty-five pounds seventeen shillings and six-pence, and two hundred and sixteen pounds fourteen shillings and six-pence, making together the sum of six hundred and seventy-two pounds twelve shillings, shall be paid to the said *Morgan Moses*, and *Sarah Tripp*, with the privity and concurrence of the said *Job Tripp*, by and out of the said purchase money; and that the residue thereof, amounting to the sum of two hundred and seventy-seven pounds eight shillings, shall be paid to the said *Thomas Skinner*; and the said *John Adams*, hath agreed to join in the assignment and confirmation of the said leasehold premisses to the said *Joseph King*, in such manner as herein after is expressed; Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of four hundred and fifty-five pounds seventeen shillings and six-pence, of lawful money of *Great Britain*, to the

The considera-
tion.

the said *Morgan Moses*, in hand, at or before the sealing and delivery of these presents, well and truly paid by the said *Joseph King*, at the request, and by and with the privity, consent, and direction of the said *John Adams* and *Thomas Skinner*, testified by their being parties to, and sealing and delivering these presents; and also for and in consideration of the sum of two hundred and sixteen pounds fourteen shillings and six-pence, of like lawful money of *Great Britain*, to the said *Sarah Tripp* in hand, also at or before the sealing and delivery of these presents, well and truly paid by the said *Joseph King*, by the like consent and direction of the said *John Adams*, *Job Tripp*, and *Thomas Skinner*, (testified as aforesaid), and also for and in consideration of the sum of two hundred and seventy-seven pounds eight shillings, of like lawful money of *Great Britain*, to the said *Thomas Skinner* in hand, also at or before the sealing and delivery of these presents, well and truly paid by the said *Joseph King*, the several receipts of which said sums of four hundred and fifty-five pounds seventeen shillings and six-pence,—two hundred and sixteen pounds fourteen shillings and six-pence, and two hundred and seventy-seven pounds eight shillings, making together the sum of nine hundred and fifty pounds; they the said *Morgan Moses*, *Sarah Tripp*, and *Thomas Skinner*, do and each of them doth hereby respectively acknowledge,
and

and thereof, and therefrom, and of and from every part and parcel thereof, do and each of them doth, acquit, release, and discharge the said *Joseph King*, his executors, administrators, and assigns, and every of them for ever, by these presents; And also for and in consideration of the sum of ten shillings of like lawful money to the said *John Adams* and *Job Tripp*, at or before the sealing and delivery of these presents, well and truly paid by the said *Joseph King*, *Job Tripp*, and *Sarah Tripp*, the receipt whereof they do hereby acknowledge. They the said *Morgan Moses* and *Joseph King* (at the request, and by the direction of the said *John Adams* and *Thomas Skinner*, (testified as aforesaid) have and each of them hath bargained, sold, assigned transferred, and set over, and by these presents do, and each and every of them doth bargain, sell, assign, transfer, and set over; And the said *John Adams* and *Thomas Skinner*, have and each of them hath bargained, sold, assigned, ratified, and confirmed, and by these presents do, and each and every of them doth bargain, sell, assign, ratify, and confirm unto the said *Joseph King*, his executors, administrators, and assigns, all that the aforesaid piece or parcel of ground, messuage, or tenement, erections and buildings, and all and singular other the premisses mentioned and comprised in the said hereinbefore recited indenture of lease, with the appurtenances, together with the,

the said original indenture of lease, and the several assignments thereof; and all the estate, right, title, interest, benefit, term and terms of years therein now to come and unexpired, property, claim, and demand whatsoever both at law and in equity, of them the said *Morgan Moses, Job Tripp, Sarah Tripp, Thomas Skinner, and John Adams*, and each and every of them, of, in or to the said piece or parcel of ground, messuage, or tenement, and premisses hereby assigned, or meant, mentioned, or intended so to be, and every part and parcel thereof; *To have and to hold* the said piece or parcel of ground, messuage, or tenement, and all and singular other the premisses hereby assigned or intended so to be, with the appurtenances, unto the said *Joseph King*, his executors, administrators, and assigns, from henceforth for and during all the rest residue, and remainder of the said term of ninety-six years and one quarter of a year, wanting two days, in and by the said recited indenture of lease, granted and now to come and unexpired, in as full, ample, and beneficial manner, to all intents and purposes as they the said *Morgan Moses, Job Tripp, Sarah Tripp, Thomas Skinner, and John Adams*, or any or either of them, could or might have held and enjoyed the same in case these presents had not been made; subject nevertheless to the payment of the rent and performance of the several covenants,

Habendum,

in the said recited indenture of lease contained, and which from henceforth, on the tenant's or lessee's part and behalf are and ought to be paid, observed, performed, fulfilled and kept,

And the said Morgan Moses doth hereby for himself, his executors, administrators, and assigns, covenant, promise, and agree, to and with the said Joseph King, his executors, administrators, and assigns, that he the said Morgan Moses, hath not at any time heretofore made, done, committed, or wittingly, or willingly permitted or suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof the said piece or parcel of ground, messuage, or tenement, and premisses hereby assigned, or any part thereof, is, are, can, shall, or may be impeached, charged, or incumbered in title charge, term, estate, or otherwise howsoever, or the said herein before recited indenture of lease, impeached, forfeited, or in anywise become void or voidable;

The like covenant from the second mortgagor.

And the said Job Tripp, doth hereby for himself, his executors, administrators, and assigns, covenant promise, and agree, to and with the said Joseph King, his executors, administrators, and assigns, that he the said Job Tripp, hath not at any time heretofore made, done, committed, or willingly or wittingly permitted, or suffered any act, deed, matter, or thing whatsoever, whereby or by means whereof the said piece or parcel of ground, messuage, or tenement, and premisses hereby assigned or any part thereof, is, are, can, shall,

or

or may be impeached, charged, or incumbered in title, charge, term, estate, or otherwise howsoever, or the said hereinbefore recited indenture of lease, impeached, forfeited, or in anywise become void or voidable. (The like covenant for *Sarah Tripp*, mutatis mutandis, as *Jobb Tripp* considering her only as a woman covenanting) And the said *John Adams* and *Thomas Skinner*, do hereby for themselves severally and not jointly, or the one for the other of them, or for the acts or deeds of each other but each of them, for himself, and for his own several acts, deeds, executors, administrators, and assigns, covenant, promise, and agree, to and with the said *Joseph King*, his executors, administrators, and assigns, that they the said *Morgan Moses*, *Job Tripp*, *Sarah Tripp*, *John Adams*, and *Thomas Skinner*, or some of them, now have in themselves, or one of them, hath in himself good right, full power, lawful and absolute authority to bargain, sell, and assign the said piece or parcel of ground, messuage, or tenement, erections, and buildings, and all and singular other the premisses hereinbefore mentioned, and hereby intended to be assigned unto the said *Joseph King*, his executors, administrators, and assigns, according to the true intent and meaning of these presents; And that for and notwithstanding any act, matter, or thing, made, done, committed, or suffered by the said *John Adams* and *Thomas Skinner*, or either of them to the contrary, the said

Covenant from
the mortgagor
and the purcha-
for of the equity
of redemption,
that they and
the mortgagees,
or some or one
of them, have
a right to assign

That the lease
is valid

for peaceable
enjoyment.

For further as-
surances,

indenture of lease hereinbefore recited, now
at the time of the sealing and delivery of these
presents is a good and sufficient lease, valid in
the law, and standeth in full force, not forfeited,
surrendered, or otherwise determined, or
become void or voidable; *And further* that it
shall and may be lawful to and for the said
Joseph King, his executors, administrators, and
assigns, peaceably and quietly to enter into,
have, hold, use, occupy, possess, and enjoy the
said piece or parcel of ground, messuage, or
tenement, and premises hereinbefore mentioned,
and hereby intended to be assigned, with
their and every of their appurtenances, and
from henceforth to receive and take the yearly
and other rents, issues, and profits thereof,
to his and their own proper use and benefit,
for and during all the rest, residue, and re-
mainder, now to come and unexpired, of the
said term of ninety-six years and one quarter
of a year, wanting two days, without any the
let, suit, trouble, eviction, interruption, or
denial whatsoever, of or by the said *John Adams*,
and *Thomas Skinner*, or either of them, their
or either of their executors, administrators, and
assigns, or any other person or persons whom-
soever, claiming or to claim, by, from, or under
him, them, or any of them; *And that* they
the said *John Adams* and *Thomas Skinner*, and
all and every other person and persons whom-
soever, any estate having, or lawfully claiming,

or that shall or may have, or lawfully claim any estate or interest, of, in, to, or out of the said hereby assigned premises, or any part thereof, by, from, or under them the said *John Adams* and *Thomas Skinner*, or either of them, shall and will from time to time and at all times hereafter, at and upon the reasonable request, and at the proper costs and charges in the law, of the said *Joseph King*, his executors, administrators, and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, assignments, conveyances, and assurances in the law, whatsoever, for the further, better, more perfect, and absolute assigning, and assuring unto the said *Joseph King*, his executors, administrators, and assigns, all and singular the said premises hereby assigned or intended so to be as aforesaid, for all the rest, residue, and remainder of the said term of ninety-six years, and one quarter of a year, wanting two days, in such manner and form as by the said *Joseph King*, his executors, administrators, or assigns, his or their counsel learned in the law, shall be for that purpose reasonably devised or advised, and required, so as such further assurance contain or imply no greater or other warranty than in these presents is contained, and so as the party or parties required to do the same, be not com-

elled or compellable to travel from their respective places of abode for the doing thereof.
IN WITNESS, &c.

I have perused this draft and approve thereof on the behalf of the purchaser,

J. H.

NO. XXVI. *An Assignment of a Lease in Consideration of being discharged from Arrears of Rent.*

This assignment was in trust for the Apothecaries Company, and operated as a surrender of the lease.
A recital of rent in arrear.

A recital that the lessee had agreed to assign upon the party's undertaking to discharge such arrears.
The consideration.

TO ALL TO WHOM these presents shall come, the within named *John Haugb* sendeth, greeting, *Whereas* there is one year and a quarter's rent due from the said *John Haugb* to the within named Master, Wardens, and Society of the Art and Mystery of Apothecaries of the city of *London*, at *Midsummer-day* last, for the within demised premisses, which amounts to the sum of one hundred and eighty-seven pounds and ten shillings; *And whereas* the said *John Haugb* hath agreed to assign the said premisses, and all his estate and interest therein, together with all arrears of rent now due to him from his undertenants unto *Reginald Denison* of Apothecaries Hall, *London*, gentleman; in consideration of his undertaking to discharge the said arrears of rent due from him the said *John Haugb* to the said Master, Wardens, and Society. Now WITNESS THESE PRESENTS, that the said *John Haugb*, in pursuance the said agreement, and for and in considera-

tion of the sum of five shillings of lawful money of Great Britain, to him in hand paid, by the said *Reginald Dennison*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said *Reginald Dennison*, All that, the piece or parcel of ground, wharf, messuage, or tenement, stables, warehouses, counting-house, buildings, and all and singular, other the premisses in and by the within written indenture of lease demised, or intended to be demised to the within named *John Haugb*, with their and every of their appurtenances; and all the estate, right, title, interest, term of years yet to come and unexpired; property, claim and demand whatsoever, of him the said *John Haugb*, of, in, and to, or out of the same premisses, and every or any part thereof, together with the said indenture of lease, and counter parts of leases to his several undertenants, and all arrears of rent, and sum and sums of money due and owing to the said *John Haugb* from any person or persons whomsoever, for or in respect of the rent and arrears of rent of the said premisses or any part thereof, and all securities had and taken for the same. *To have and to hold*, the said messuage or tenement, stables, warehouses, counting-house, ground, wharf,

The assignment.

General words.

Habendum.

and premisses hereby assigned or mentioned, or intended so to be, with their and every of their appurtenances, unto the said *Reginald Dennison*, his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder now to come and unexpired of the term of thirty years, in and by the within written indenture of lease granted, subject nevertheless to the payment of the said arrears of rent now due from the said *John Haugh*, to the said Master, Wardens, and Society for the said premisses; and also to the payment of the rent and performance of the covenants in and by the within written indenture of lease reserved and contained on the tenant or lessee's part, from henceforth to be paid done and performed. *And to have, hold, perceive, receive, take, and enjoy, the said rents and arrears of rent now owing to the said John Haugh, mentioned, and intended to be hereby assigned unto the said Reginald Dennison, his executors, administrators, and assigns, to his and their own use, and as his and their own goods and chattels absolutely for ever;* *And for the better enabling the said Reginald Dennison, his executors and administrators to receive and get in the said rents hereby assigned, he the said John Haugh hath constituted and appointed, and by these presents doth constitute and appoint the said Reginald Dennison, his executors, administrators, and assigns, his true and lawful attorney,*

Power of attorney to receive the rents.

ney, for and in the name of him the said *John Haugh* or otherwise, but for the sole use and benefit of him the said *Reginald Dennison*, his executors, administrators, and assigns, to ask, demand, recover and receive of and from all and every person and persons liable and obliged or intrusted to, pay the same respectively, all and every sum and sums of money now due and owing to the said *John Haugh* from any tenant or occupier of the said premisses, for rent and arrears of rent of the said hereby assigned premisses, or any part thereof, and to give receipts or other effectual discharges for the same, in the name of the said *John Haugh* or otherwise, as to the said *Reginald Dennison*, his executors or administrators shall seem most proper and expedient, and to use, take, and prosecute every or any lawful method, course, or expedient, for the recovering and getting in the said rents and arrears of rent, in as full, ample, and beneficial manner, to all intents and purposes, as he the said *John Haugh* might or could do in case these presents had not been made: *And* the said *John Haugh* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Reginald Dennison*, his executors, administrators, and assigns, by these presents, that he the said *John Haugh*, his executors or administrators, shall and will from time to time, and at all times hereafter, at the re-

Covenant for
further af-
furances.

Original Precedents

quest and proper costs and charges in the law of the said *Reginald Dennison*, his executors, administrators, or assigns, make, do, and execute, all such further and other lawful and reasonable acts, conveyances and assurances whatsoever, for the further and better assigning and assuring the said messuage or tenement, stables, warehouses, counting-house, ground, wharf, and premisses, unto the said *Reginald Dennison*, his executors, administrators, and assigns, for all the then residue of the term within demised, and for enabling the said *Reginald Dennison*, his executors or administrators, to recover and get in the said rents and arrears of rent, as by him or them, or his or their counsel learned in the law shall be advised and required. IN WITNESS, &c.

I approve of this draft,

W.M. RIVETT.

Mr. Haugb having granted an under-lease of part of the premisses for his whole term, will it not be more proper to have his lease assigned than surrendered up? If not please to alter the draft accordingly.

It is better done by assignment of the original term, which passes the reversion to which the rent reserved by the under-lease is incident; but if any under-lease is for the whole term, it amounts to an assignment and ought to be surrendered.

An

*An Assignment of the Equity of Redemption of
Leasehold Premises to a Person who purchased
the whole before a Master in Chancery, under
a decretal Order, with a subsequent Declaration
from the Purchasor, that his Name is made use
of in this Deed in Trust for the Assignor.*

No. XXVII.

THIS INDENTURE made the — day of June, in the — year of the reign, &c. and in the year of our Lord —, between *William Eld* of *Chelmsford* in the county of *Essex*, esquire, and *Louisa* his wife, late *Louisa Coombes*, widow, and acting executrix of the last will and testament of *Robert Coombes*, late of *Woodhouse* in the parish of *A.* in the said county of *Essex*, esquire, deceased, of the one part, and *Thomas Watkins* of the *Middle Temple*, gentleman, of the other part: Whereas our said Sovereign Lord King *George* the Second, by his Letters Patents, bearing date at *Westminster* the 7th day of *November*, which was in the thirteenth year of his reign, by and with the advice of Sir *Robert Walpole*, knight, first commissioner of his Majesty's treasury, and also chancellor and under treasurer of his Majesty's court of Exchequer, and of *George Dodington*, esquire, *William lord Sundon*, *Thomas Winnington*, esquire, and *Giles Earl*, esquire, then commissioners of his Majesty's said treasury,

Letters patent
containing a de-
mise from the
crown recited.

fury, for and in consideration of a fine of six hundred pounds, by *John Phillips* therein named to his said Majesty's use, into the receipt of his said Majesty's Exchequer at *Westminster*, by a tally thereof, levied the 20th day of *September* then last past; and also for and in consideration of the yearly rent of fifteen pounds twelve shillings and six pence, and of the conditions and agreements therein contained, did demise unto the said *John Phillips*, all that piece and parcel of ground situate on the North side of *Queen-street*, and the West side of *King-street*, containing, in front, seventy feet from East to West, and in depth from North to South sixty-seven feet, together with all those four houses, and a smith's shop, and all other buildings erected and standing thereon, then or then late in the several occupations of *John Wilson*, *Thomas Whittmore*, *James Dormer*, *Andrew Long*, and *John Crawley*, abutting East on *King-street*, West on a house and ground then in the possession of *Wolley Lamb*, North on the *Black Horse Inn*, South on *Queen-street* aforesaid: and all that piece and parcel of ground situate on the North side of *Piccadilly*, containing, in front, from East to West, sixteen feet sixteen inches, and in depth from North to South sixty feet, together with the dwelling-house, and all other buildings standing thereon, then or then late in the possession of *John Wilson*, abutting East upon a house and ground

ground in the possession of *Joseph Ward*, esquire; West on a house and ground in the possession of *William Brown*, North by the dwelling-house and ground of the most noble *Edward* then duke of *N.* and South on *Piccadilly* aforesaid: And also all that piece or parcel of ground situate on the West side of *Market-street*, containing, in front, from North to South, nineteen feet sixteen inches, and from East to West seventy feet nine inches, together with all that messuage and other buildings erected thereon, then or then late in the possession of *John Jarrett*, abutting East on *Market-street*, West on a passage belonging to the right honourable the lord *Palmerston*, North on a house in the possession of *Philip Jefferson*, and South on a house in the possession of *Samuel Reenorth*, together with all ways, passages, lights, easements, waters, water-courses, profits, commodities, advantages and appurtenances to the same belonging, or in any wise appertaining; all which said premises are situate, lying and being on part of a certain field or close of land, containing forty-five acres, formerly called *P. Field*, late in the parish of *Saint Martins in the Fields*, but now in the parish of *Saint James* in the said county of *Middlesex*; which said field is parcel of the bailiwick, manor or manors of *Saint James in the Field*, formerly parcel of the possession of the late Hospital of *Saint James*, and since of the Provost and College

of

of *Eaton*, surrendered to the crown. To have, hold, and enjoy the same several premisses, unto the said *John Pbillips*, his executors, administrators, and assigns, for and during, and unto the full end and term of six and forty years and an half, to begin, commence, and be computed from and after the Feast of *Saint Michael*, the Archangel, which was in the year of our Lord 17—, under the yearly rent aforesaid, as by the said letters patent; reference being thereunto had may more at large appear.

A recital that
the grantee af-
signed part of
the premisses.

And whereas by indenture bearing date the 1st day of *September*, which was in the year of our Lord 17—, and made or mentioned to be made, between the said *John Phillips*, by the name and addition of *John Phillips* of the borough of *Camelford*, in the county of *Cornwall*, gentleman, executor of the last will and testament of *Elizabeth Howell*, late of the parish of *Saint Stephen*, by *Launceston* in the said county, widow, deceased, of the one part, and the said *Robert Coombes*, by the name and addition of *Robert Coombes* of the parish of *Saint* —, in the county of *Middlesex*, apothecary, of the other part; in consideration of three hundred and twelve pounds twelve shillings, paid into the hands of *William Sely*, esquire, deputy auditor in part of the said fine of six hundred pounds, and charges and expences of the said recited letters patents, and of five shillings paid to him the said *John Phillips* by the said

Robert

Robert Coombes, and also of the yearly rent covenants, conditions, and agreements to be paid and performed by the said *Robert Coombes* as therein mentioned; he the said *John Phillips* did assign unto the said *Robert Coombes*, all those three houses, a smith's shop, and all other buildings erected and standing thereon, then late in the possession of *John Crawley* and *Andrew Long Mackender*, and then in the possession of the said *Andrew Long Mackender*, and the said *Robert Coombes*, being three of the seven houses granted by the said recited letters patent, with their and every of their appurtenances, and all the right, title, interest, claim, and demand whatsoever, both at law and in equity of him the said *John Phillips*, of, in, or unto the three assigned houses or premisses, and every part and parcel thereof; To hold the same unto the said *Robert Coombes*, his executors, administrators, and assigns, from the 29th day of *September* then last past, for and during, and unto the full end and term of forty-six years and an half, from thence next ensuing, he the said *Robert Coombes*, paying yearly unto his said majesty, his heirs and successors, the yearly rent or sum of five pounds and seven shillings, part of the said yearly rent of fifteen pounds twelve shillings and six-pence, at or into the receipt of his said majesty's Exchequer, at *Westminster*, or to the hands of his bailiff or receiver general, for the time being, upon

upon the feast day of the Annunciation of the Blessed Virgin Mary, and Saint Michael the Archangel, in every year, by even and equal half-yearly payments during the said whole term of forty-six years and an half, in and by the said recited letters patent, granted as aforesaid; the first payment thereof to begin and be made on the feast day of the Annunciation of the Blessed Virgin Mary, then last past; *And whereas* by an indenture bearing date on or about the 30th day of November, which was in the year of our Lord 17—, and made or mentioned to be made between the said Robert Coombes, of the one part; and John Swale, gentleman, of the other part; reciting that the said Robert Coombes had requested the said John Swale, to advance and lend him the sum of three hundred pounds, upon an assignment of the two leasehold messuages or tenements therein, and hereinafter particularly mentioned, in consideration of the sum of three hundred pounds, to the said Robert Coombes, in hand paid by the said John Swale; he the said Robert Coombes did assign to the said John Swale, his executors and administrators, all that messuage or tenement, with the yard, house of office, and other appurtenances, situate, standing, and being, on the North side of Green's Street, in the parish of Saint James, Westminster, in the said county of Middlesex, then in the possession of Thomas Johnson, of Green's Street, aforesaid, and let to him by the said

A mortgage of
such premises
recited.

Robert

Robert Coombes, on a lease, bearing date the 10th day of *August* 17—, for the term of seven years commencing from the Feast of *Saint John* the Baptist, then last past, at and under the yearly rent of forty pounds, together with the several fixtures, goods, and chattels, mentioned in the schedule, subscribed under the said lease, and also all that other messuage or tenement, with the said yard and house of office, and other appurtenances, situate, lying, and being, in like manner on the North side of *Green's Street*, aforesaid, in the said parish of *Saint James, Westminster*, then in the possession of *Henry Bonnett*, of *Green's Street*, aforesaid, cabinet maker, and let to him by the said *Robert Coombes*, on a lease, bearing date the said 10th day of *August* 17—, for the term of six years, commencing from the Feast of *Saint Michael* the Archangel, then next, at and under the yearly rent of forty pounds, together with all the fixtures, goods, and things mentioned in the schedule, subscribed under the last mentioned lease; To hold the same premisses unto the said *John Swale*, his executors, administrators, and assigns, for and during all the rest and residue which was then to come and unexpired, of the said term of forty-six years and an half, and for all such estate and interest as the said *Robert Coombes* had therein, subject nevertheless to the said rent of five pounds seven shillings, reserved by the said

last recited indenture of assignment; and also subject to a proviso or agreement for redemption, by the said *Robert Coombes*, his heirs, executors, or administrators, on his or their paying unto the said *John Swale*, his executors, administrators, or assigns, the full sum of three hundred and fifteen pounds, at the days and times therein mentioned, and which are long

The mortgagor died having made a will and appointed executors thereof. A man his self before aged

since past; And whereas the said *Robert Coombes*, on or about the 7th day of *February* 17—, died, having duly made and published his last will and testament in writing, bearing date the 15th day of *August* 17—, whereby the said testator *Robert Coombes*, gave unto his wife, the said *Louisa Coombes*, all his personal estate, of what nature or kind soever, (except his two houses in *Green's Street*, herein before mentioned), and (amongst other things) declared his will to be, that all his debts and legacies, by his said will given, and funeral expences, should be a charge, and he did thereby charge the said two houses in *Green's Street*, aforesaid, in the first place, with the payment thereof, and so much thereof, as the said two houses should be deficient to pay and satisfy, he the said *Robert Coombes* charged his real estate with the payment thereof, and the rest and residue of his real estate, he gave and devised to his said wife *Louisa Coombes*, for and during her life, and from and after her decease, in manner therein mentioned, and the said *Robert Coombes*, did by his

his said will, give to his said wife, *Louisa Coombes*, all thole the said two houses, in *Green's street*, aforesaid, (subject as aforesaid) and appointed the said *Louisa Coombes*, and *Thomas Lenn*, of *Lyon's Inn*, in the county of *Middlesex*, gentleman, executors of his said will, and the said *Louisa Eld*, late *Louisa Coombes* hath alone duly proved the said will, and taken upon herself the execution thereof, and the said *Thomas Lenn* hath declined to act therein: And whereas by another indenture tripartite bearing date the 30th day of *November* 17— and made or mentioned to be made, between the said *John Swale*, of the first part; the said *Louisa Coombes* and *Thomas Lenn*, of the second part; and *William Moore*, gentleman, of the third part; therein reciting the said letters patent and indenture of affignment, to the effect or as is hereinbefore recited, and amongst other things, that the said *William Moore*, had been requested, and had consented to advance the sum of three hundred pounds, to pay off the said mortgage, upon having the said mortgaged premisses assigned to him as a security for the repayment thereof, with interest in consideration of the sum of three hundred pounds of lawful money of *Great Britain*, to the said *John Swale*, in hand paid by the said *William Moore*, at the request and by the direction of the said *Louisa Coombes* and *Thomas Lenn*, and also in consideration of five shillings

A transfer of
the said mort-
gage recited.

Original Precedents

lings a-piece, of like lawful money, paid to the said *Louisa Coombes* and *Thomas Lenn*, by the said *William Moore*, he the said *John Swale*, by the direction and appointment of the said *Louisa Coombes* and *Thomas Lenn*, did assign, and the said *Louisa Coombes* and *Thomas Lenn*, did respectively assign, ratify, and confirm unto the said *William Moore*, his executors and administrators, all those the said two messuages or tene-
ments, and all and singular the premisses which were by the said recited indenture of the 30th day of November 17— so assigned by the said *Robert Coombes*, to the said *John Swale*, as aforesaid, with their and every of their appurtenances, and all the estate and interest of them the said *John Swale*, *Louisa Coombes* and *Thomas Lenn* therein, together with the said indenture of assignment, and the full benefit thereof; To hold the same unto the said *William Moore*, his executors, administrators, and assigns, for and during all the rest and residue which was then to come and unexpired, of and in the said term of forty-six years and an half, and for all such other estate and interest as they the said *John Swale*, *Louisa Coombes*, and *Thomas Lenn*, or any or either of them had therein, subject nevertheless to the said reserved rent of five pounds seven shillings; and also to such equity of redemp-
tion, by the said *Louisa Coombes*, and *Thomas Lenn*, their executors, administrators, or assigns,

as

as the same were subject to in the hands of the said *John Swale*; And whereas by a decree or decretal order of the high court of Chancery, bearing date the 26th day of *March 17*—, made in a cause wherein the said *Louisa Coombes*, the widow and relict of the said *Robert Coombes*, was plaintiff, and the said *Thomas Lenn*, *William Moore* and others were defendants, it was amongst other things declared by the court, that the plaintiff, the widow of the said testator, was entitled to the personal estate of the said testator, except the leasehold houses, as a specific bequest, and it was amongst other things ordered and decreed, that *Edmund Sawyer*, esquire, one of the Masters of the said court, should take an account of the rents and profits of the leasehold estate of the said testator accrued due since his death, received by the plaintiff, or by any other person or persons, by her order, or for her use, and should also take an account of what was due to the defendant, *William Moore*, for principal and interest on his mortgage, and to tax his costs of the said suit, and by consent of the said defendant *William Moore*, it was ordered and decreed, that the said leasehold estate consisting of the said two several messuages or tenements, and pieces abovementioned and described, should be sold either entire or in parcels, with the approbation of the said Master, to the best purchasor or purchasors that could be got for

A decree of the court of Chancery recited, whereby the premisses were among other things, ordered to be sold.

Original Proceedings

the same, to be allowed of, by the said Master, wherein all proper parties were to join, as the said Master should direct, and it was ordered and decreed that the money which should arise by the said sale, together with what should be found due on the aforementioned account of rents and profits, should be applied in the first place, in payment of what the said Master should find due to the said defendant *William Moore*, for principal interest, and costs as aforesaid, and in the next place towards satisfying the said testator's debts and funeral expences in a course of administration. And also in payment of his legacies, except as in the said decree or decretal order is mentioned; and it was also declared by the court, that so far as the said personal estate of the said testator, so specifically bequeathed to the plaintiff, the widow as aforesaid, should be exhausted, in satisfying any of the creditors of the said testator, the said plaintiff, was intitled to stand in the place of such creditors, and receive a satisfaction, *pro tanto*, out of the said leasehold and freehold estates charged with the payment of the said testator's debts and legacies; And whereas the said cause afterwards abating by the intermarriage of the said *Louisa Coombes* with the said *William Eld*, the same was duly revived, by order of the said court; And whereas the same *Edmund Sawyer*, the Master,

The suit abated
by the plaintiff's
marriage, and
was revived.

The mortgaged
premises were
sold before the
Master.

with

to whom the said cause stood referred, made his report in the said cause, bearing date on or about the 27th day of *February* last past, and thereby allowed the said *Thomas Watkins*, to be the best purchaser of the said two leasehold messuages or dwelling-houses, with their appurtenances, being the said leasehold estate, decreed to be sold as aforesaid, at the rate or price of six hundred and twenty pounds, which said report has been since confirmed and made absolute, by an order of the said court, bearing date on or about the 20th day of *May* last past, as by the said several recited indentures, last will of the said *Robert Coombes*, general order, report, and other orders of the said court, relation being thereunto respectively had, may more fully appear; *And whereas* as the said *William Eld*, and *Louisa* his wife, have, or one of them hath paid and advanced, out of the personal estate late of the said *Robert Coombes*, and out of their own proper money divers considerable sums in the discharge of several simple contracts, and other debts due and owing from the said *Robert Coombes*, at his death, to the amount of four hundred pounds and upwards; *And whereas* it hath been agreed, by and between the said parties to these presents, that the said *William Eld* and *Louisa* his wife, shall convey and assign the said two leasehold messuages, tenements, and

A recital that
many of the
testator's debts,
have been paid
by the affigors,

and that it was
agreed that they
should convey
the premises to
the purchaser
subject to the
said mortgage.

dwelling houses, with the appurtenances, to
 the said *Thomas Watkins*, charged with
 and subject to the said recited indenture of
 mortgage, for securing to the said *William*
Moore, the payment of the said principal sum
 of three hundred pounds and interest, and that
 the sum of three hundred and twenty pounds,
 remainder of the said sum of six hundred and
 twenty pounds, the purchase money for which
 the said estate was sold as aforesaid, shall be
 paid to the said *William Eld*, and *Louisa* his
 wife, in satisfaction of so much of the personal
 estate and effects late of the said *Robert Coombes*,
 as hath been exhausted, in satisfying any of
 his creditors, and that the rents and profits of
 the said estate, which accrued and became due
 on the 25th day of *March* last, shall be had
 and received, or retained by the said *William*
Eld, and *Louisa* his wife, for the purposes in
 the said recited decretal order mentioned, ex-
 cept with respect to such provision as is made
 therein for the application thereof, in payment
 of what the said Master should find due to the
 said *William Moore*, upon his said mortgage, and
 the interest accrued due thereon since the
 25th day of *March* last. Now THIS INDENTURE
 WITNESSETH, that pursuant to, and in perform-
 ance of the agreement aforesaid, and for and in
 consideration of the sum of three hundred and
 twenty pounds of lawful money of *Great Bri-
 tain*, by the said *Thomas Watkins* to the said
William

The considera-
tion.

William Eld and *Louisa* his wife, in hand, at and before the sealing and delivery of these presents, well and truly paid, in full, for the purchase of the said two several messuages, tenements or dwelling-houses, and premisses hereinbefore mentioned, with their and every of their appurtenances, subject and chargeable with the payment of the said principal sum of three hundred pounds, and interest, secured to the said *William Moore* as is hereinbefore recited, the receipt and payment of which said sum of three hundred and twenty pounds, they the said *William Eld* and *Louisa* his wife, do hereby respectively acknowledge and allow, and the same to be in full for such purchase as aforesaid, and thereof and of every part thereof, do respectively acquit, release, and discharge the said *Thomas Watkins*, his executors, administrators, and assigns, by these presents. They the said *William Eld* and *Louisa* his wife, in pursuance of and in obedience to the said decree and orders of the court of Chancery, have, and each of them hath, bargained, sold, assigned, transferred and set over, and by these presents do and each of them doth bargain, sell, assign, transfer, and set over unto the said *Thomas Watkins*, his executors, administrators, and assigns, all those the said two several messuages, tenements, or dwelling-houses, and all and singular other the premisses comprised in the indenture tripartite of the 30th day of November 17—, hereinbefore

The assignment.

fore recited and therein mentioned, to be thereby assigned, by way of mortgage, to the said *William Moore* as aforesaid, with their and every of their appurtenances; and all the estate, right, title, interest, trust, property, term of years, time to come and unexpired, equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said *William Eld* and *Louisa* his wife, or either of them, of, in, to, or out of the said two several messuages, tenements or dwelling-houses and premises hereinbefore mentioned, to be hereby assigned by them as aforesaid, every or any part or parts thereof, and all deeds, evidences, and writings, in their or either of their custody or power, in any wise relating to the same premises or any part thereof. To HAVE AND TO HOLD the said two several messuages, tenements or dwelling-houses, and all and singular other the premises mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Thomas Watkins*, his executors, administrators and assigns, for and during all the rest, residue and remainder which is now to come and unexpired, of and in the said term of forty-six years and an half; and for all such other estate and interest as they the said *William Eld* and *Louisa* his wife, or either of them have or hath therein, subject nevertheless to the said reserved rent of five pounds seven shillings, and to the said recited indenture of the

Habendum

To let to A
and his
successors
subject, &c.for 46 years
beginning
from the day
of the making
of this indenture
and to be paid
at the rate of

the 30th day of November 17—, for securing
to the said *William Moore* the principal sum of
three hundred pounds, and interest as aforesaid;
And the said *William Eld* doth hereby, for him-
self, his heirs, executors, and administrators,
and for the said *Louisa* his wife, covenant, pro-
mise, grant and agree to and with the said *Tho-
mas Watkins*, his executors, administrators, and
assigns, that they the said *William Eld* and *Lou-
isa* his wife, and *Thomas Lenn*, have not nor
hath either or any of them at any time or times
heretofore made, done, committed, or witting-
ly or willingly suffered any act, matter, or thing
whatsoever, whereby, or by reason or means
whereof the said two several messuages, tene-
ments, or dwelling-houses and premisses men-
tioned to be hereby assigned, or any part thereof,
or the term or estate hereby granted, are or is,
shall, or may be impeached, charged, surren-
dered, determined, or incumbered (except on-
ly as appears by these presents).

I have perused and approve this draft.

W. Fogg.

A Declaration of Trust indorsed upon the above Deed.

BE it remembered, that the within named
Thomas Watkins, doth hereby declare that the
sum of three hundred and twenty pounds with-
in mentioned to be paid by him as the consid-
eration of the within written indenture, was the
proper

Covenant that
no act has been
done to incum-
ber.

A declaration of
trust that the
consideration
money was the
proper money of
the assignor, and
a covenant that
the assignee will
re-assign.

Original Precedents

proper money of the within named *William Eld*, and that the name of the said *Thomas Watkins* was made use of in the same indenture in trust only for him the said *William Eld*, his executors, administrators, and assigns; and that the said *Thomas Watkins*, his executors, or administrators, shall and will at the request costs and charges in the law of the said *William Eld*, his executors, administrators, or assigns, assign and assure the two several messuages, tenements, or dwelling-houses and premisses comprised in the within written indenture, and therein mentioned to be thereby assigned to him the said *Thomas Watkins*, his executors, administrators, or assigns, with their and every of their appurtenances, and all his and their estate, term, and interest therein, unto him the said *William Eld*, his executors, administrators, or assigns, free from all incumbrances, committed or done by him the said *Thomas Watkins*, his executors or administrators, and that in the mean time, he the said *Thomas Watkins*, his executors and administrators, shall and will stand and be possessed, and interested of and in the same premisses, in trust only for the benefit of him the said *William Eld*, his executors, administrators, and assigns; in witness whereof I the said *Thomas Watkins* have hereunto set my hand this — day of June in the year of our Lord —.

An

An Assignment of Leasehold Premises by Indorsement, from an Executrix to a purchaser. No. XXVIII.

TO all to whom these presents shall come, *Susannah Bowes* of ——, the widow of the within named *Samuel Bowes*, and sole executrix named in his last will and testament, sendeth, greeting, *Whereas* the said within named *Samuel Bowes* has, since the execution of the within indenture of lease, departed this life, having first made and published his last will and testament in writing, and thereof appointed the said *Susannah Bowes* sole executrix; *And whereas* the within demised premises, and indenture of lease were lately put up to sale by public auction, and *Richard Giles* of the parish of *St. Mary, Islington*, having attended at such sale, and offered the sum of eighty-one pounds for the purchase thereof, he was declared to be the highest bidder for the same, and the said premises and indenture of lease were accordingly sold to him at and for that sum. Now KNOW YE, that for and in consideration of the sum of eighty-one pounds of lawful money of *Great Britain*, to the said *Susannah Bowes* in hand paid, by the said *Richard Giles* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; she the said *Susannah Bowes* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth

A recital that the lessee died having made a will and appointed a party hereto executrix.

A recital that the premises were put up to auction and sold to a party here-to.

The considera-tion.

The assignment.

General words.

Habendum.

**Subject to the
rent and cove-
nant in the
lease.**

doth grant, bargain, sell, assign, transfer, and set over unto the said *Richard Giles*, his executors, administrators, and assigns, all that piece or parcel of ground, and all and singular other the premisses in and by the within written indenture of lease demised or mentioned or intended to be thereby demised, with their and every of their appurtenances; and all the estate, right, title, interest, term of years to come and unexpired, property, claim, and demand whatsoever, either of the within named *Samuel Bowes*, or of her the said *Susannah Bowes*, as executrix or otherwise, of, in, to, or out of the same premisses, every or any part thereof, together with the said indenture of lease. *To have and to hold* the said piece or parcel of ground, and all and singular other the premisses hereby, or mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Richard Giles*, his executors, administrators, and assigns from the Feast day of the Birth of our Lord Christ, next ensuing the date hereof, for and during all the rest, residue, and remainder, which shall be then to come and unexpired, of the term of sixty-one years, in and by the within written indenture of lease granted thereof; *Subject nevertheless to the payment of the rent and performance of the covenants in the same indenture of lease, reserved and contained on the tenant or lessee's part, from thenceforth to be paid,*

paid, done, and performed; *And the said Susannah Bowes, doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree, to and with the said Richard Giles, his executors, administrators, and assigns, in manner following (that is to say) that he the said Richard Giles, his executors, administrators, or assigns, paying the rent, and observing, and performing the covenants and agreements reserved and contained in and by the said within written indenture of lease, on the tenant or lessee's part, to be paid and performed, from and after the said Feast of the Birth of our Lord Christ, next ensuing the date hereof, shall and may from time to time and at all times thereafter, for and during all the residue and remainder which shall be then to come and unexpired, of the said term of sixty-one years by the within written indenture of lease granted, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground and premises, hereby assigned or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, denial, eviction, or interruption of, or by the said Susannah Bowes, her executors, administrators, or assigns, or any other person or persons whomsoever, lawfully claiming,*

Covenant for
peaceable enjoy-
ment.

Original Precedence

free from in-
cumbrances

and all arrears
of rent and taxes
prior to this as-
signment.

ing or to claim, by, from, or under her, them, or any of them, or by or through her or their act, means, neglect, default, or procurement; *And* that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said *Susannah Bowes*, her executors or administrators, well and sufficiently saved, kept harmless, and indemnified of, from and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes, recognizances, and all other incumbrances whatsoever; *And* of and from all arrears of rent, taxes, and assessments, until the said Feast day of the Birth of our Lord Christ now next ensuing. *And further* that she the said *Susannah Bowes*, her executors or administrators, and all and every other person and persons having, or lawfully claiming, or to claim any estate, right, title, or interest, of, in, to or out of the said hereby assigned premises, or any part thereof, from, by, under or in trust, either for the within named *Samuel Bowes*, or for her the said *Susannah Bowes*, her or any of her executors or administrators shall and will from time to time and at all times during the continuance of the said term hereby assigned upon every reasonable request, and at the costs and charges in the law, of him the said *Richard Giles*, his executors, administrators, or assigns, make, do

and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law whatsoever, for the further and better assigning and assuring the said premises unto the said *Richard Giles*, his executors, administrators, and assigns, for the then residue of the term within demised, as by the said *Richard Giles*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised and required. **IN WITNESS, &c.**

T. W. W.

An assignment of Leasehold Premises from a Mortgagee and Mortgagor to a Purchasor.—Settled by Mr. BROWNING.

No. XXIX.

THIS INDENTURE tripartite, &c. between *John Jones*, of, &c. of the first part; *Joseph King*, of, &c. of the second part; and *Paul Poe*, of the third part; (*Whereas, here recite the lease*) *And whereas* the said *D. G.* did afterwards erect and build on the said piece or parcel of ground, one brick messuage or tenement, pursuant to a covenant for that purpose contained in the said indenture of lease. *And whereas* in and by an indenture of assignment or mortgage, bearing date on or about, &c. and made or mentioned to be made between the said *D. G.* of the one part; and

VOL. I. No. VI.

D d

A lease recited.
Erections made
on the ground.

A mortgage re-
cited.

A. H.

Original Precedents

A. H. of, &c. of the other part (reciting to the effect hereinbefore recited) the said D. G. for the considerations therein mentioned, did assign and set over, unto the said A. H. all the said piece or parcel of ground, and the said messuage or tenement thereon erected and built, and all and singular other the premisses in the said indenture of lease granted and demised, with their and every of their appurtenances, together with the said indenture of lease, To hold unto the said A. H. his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, then to come and unexpired, under a proviso in the said indenture of mortgage contained for making void the same, on payment of the sum of — pounds with interest on the, &c. as in and by the said recited indenture of assignment or mortgage, relation being thereunto had may appear; And whereas by one other indenture of assignment tripartite, bearing date, &c. and made or mentioned to be made between the said A. H. of the first part; the said D. G. of the second part; and the said Joseph King, of the third part; reciting that there was then due and owing to the said A. H. for principal and interest on the said recited mortgage, the sum of —— pounds, and that the said Joseph King, had contracted and

An absolute assignment of the premisses recited.

and agreed with the said *D. G.* for the absolute purchase of the said mortgaged premisses, for the sum of —— pounds, the said *A. H.* in consideration of the said sum of —— pounds, so due to him for principal and interest on the said mortgage, to him paid by the said *Joseph King*, by the direction and appointment of the said *D. G.* did thereby grant, bargain, sell, assign, transfer, and set over, and the said *D. G.* in consideration of the further sum of —— pounds, to him then paid by the said *Joseph King*, did thereby grant, bargain, sell, assign, release, and confirm unto the said *Joseph King*, his executors, administrators, and assigns, the said recited indenture of lease, made and granted to the said *D. G.* as aforesaid, and the said piece and parcel of ground, messuage, or tenement, and all and singular other the premisses, with the appurtenances, in and by the said recited indenture of lease, demised to the said *D. G.* by the said *W. T.* or mentioned or intended so to be, to hold unto the said *Joseph King*, his executors, administrators, and assigns, from thenceforth for and during all the rest, residue, and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, then to come and unexpired, as in and by the said last recited indenture of assignment, relation being thereunto had will appear,
And whereas by one other indenture of assign-

Another mort-
gage recited.

ment or mortgage, bearing date, &c. made between the said *Joseph King*, of the one part; and the said *John Jones*, party hereto, of the other part, (reciting to the effect hereinbefore recited) and further reciting that by one bond or obligation bearing even date therewith, the said *Joseph King* had become bound unto the said *John Jones*, in the penal sum of —— pounds, conditioned for the payment of the sum of —— pounds, in manner and at the times therein mentioned, the said *Joseph King*, as well for the better securing and more sure payment of the said sum of —— pounds, according to the condition of the said bond or obligation, as also for other the conditions therein mentioned, did grant, bargain, sell, assign, transfer, and set over unto the said *John Jones* his executors, administrators, and assigns, the said recited indentures of lease, made and granted to the said *D. G.* as aforesaid, and the said piece or parcel of ground, messuage, or tenement, and all and singular other the premisses, with the appurtenances, in and by the said recited indenture of lease demised to the said *D. G.* by the said *W. T.* or meant, mentioned, or intended so to be; To hold unto the said *John Jones*, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted,

granted, then to come and unexpired, under a proviso therein contained, for making void the same, on payment of the said sum of —— pounds, at the time, and in the manner therein before limited and appointed, as, in and by the said last recited indenture of assignment, relation being thereunto had will appear; *And whereas* the said sum of —— pounds, or any part thereof was not paid or satisfied at the time mentioned and appointed for payment thereof, whereby the estate and interest of the said *John Jones*, in and to the said mortgaged premisses became absolute in law; *And whereas* there is now due and owing to the said *John Jones*, for principal and interest on the said recited bond and mortgage, to the day of the date of these presents the sum of —— pounds; *And whereas* the said *Paul Poe*, hath contracted and agreed with the said *Joseph King*, for the absolute purchase of the said mortgaged premisses, for all the residue and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, now to come and unexpired for the price or sum of —— pounds, of lawful money of *Great Britain*: Now THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —— pounds, of good and lawful money of *Great Britain*, to the said *John Jones*, in full of all principal money, and interest due to him from the said *Joseph King*,

The money was
not paid.

A recital of
what is owing.

A party hereto
hath agreed for
the absolute
purchase of the
premisses.

The assignment
from the mort-
gagee.

on such said recited bond and mortgage, to him in hand, well and truly paid by the said *Paul Poe*, by and with the consent, direction, and appointment of the said *Joseph King*, testified by his being a party hereunto, and executing of these presents, at or before the sealing and delivery hereof, the receipt whereof the said *John Jones*, doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said *Paul Poe*, his executors, administrators, and assigns, and every of them, by these presents, he the said *John Jones*, by and with the like consent, direction, and appointment of the said *Joseph King*, testified as aforesaid, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth fully and absolutely grant, bargain, sell, assign, transfer, and set over unto the said *Paul Poe*, his executors, administrators, and assigns, the said recited indenture of lease, made and granted to the said *D. G.* as aforesaid, and the said recited indentures of assignment thereof, and the said piece or parcel of ground, and also the said messuage or tenement thereon erected and built, and all and singular other the premisses, with the appurtenances in and by the said recited indenture of lease, demised to the said *D. G.* by the said *W. T.* or meant, mentioned, or intended so to be, and all the estate, right, title, interest, property, profit, term

term of years now to come and unexpired, claim and demand whatsoever, of him the said *John Jones*, of, in and to the same, and every part and parcel thereof, by force and virtue of the said recited indenture of lease and indentures of assignment, or otherwise howsoever, *To have and to hold* the said recited indenture of lease and indentures of assignment, piece or parcel of ground, and messuage or tenement thereon built, and all and singular other the premisses, with the appurtenances herein and hereby granted, bargained, sold, assigned, transferred, and set over, or meant, mentioned, or intended so to be, unto the said *Paul Poe*, his executors, administrators, and assigns, from the day of the date of these presents, for and during all the rest, residue and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, and therein now to come and unexpired. *And* the said *John Jones*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Paul Poe*, his executors, administrators, and assigns, by these presents, that he the said *John Jones*, hath not made, done, or committed, or wittingly, or willingly suffered or caused, or procured to be made, done, or committed any act, matter or thing whatsoever, whereby or by reason or means whereof the said recited indenture of lease, indentures of assignment, piece or

Habendum.

Covenant from
the mortgagee
that he hath
done no act to
incumber.

The assignment
from the mort-
gagor.

parcel of ground, messuage, or tenement, or any of them, is, are, shall, or may be impeached, charged, vacated, or incumbered, in title, charge, estate or otherwise howsoever. AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the further sum of —— pounds, of lawful money of *Great Britain*, to the said *Joseph King* in hand, also well and truly paid by the said *Paul Poe*, at or before the sealing and delivery of these presents, the receipt whereof the said *Joseph King* doth hereby acknowledge, and thereof and of every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said *Paul Poe*, his executors, administrators, and assigns for ever, by these presents, which said sums of —— pounds and —— pounds, make together the said sum of —— pounds, and are in full of the purchase money agreed to be given for the said premisses by the said *Paul Poe*; he the said *Joseph King* hath granted, bargained, sold, assigned, released, and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, assign, release, and confirm unto the said *Paul Poe*, his executors, administrators, and assigns, the said recited indenture of lease made and granted to the said *D. G.* as aforesaid, and the said piece, &c. and all and singular other the premisses, with the appurtenances in and by the said recited indenture of lease demised to the said *D. G.* by the said

said *W. T.* or meant, mentioned, or intended so to be; and all the estate, right, title, interest, profit, property, term of years now to come and unexpired, equity and benefit of redemption, claim and demand whatsoever of him the said *Joseph King*, both in law and equity, or otherwise howsoever, of, in, and to the said premisses, every or any part or parcel thereof, and all deeds, evidences and writings, touching and concerning the said hereby assigned premisses, or any part thereof now in the custody or power of the said *Joseph King*, or any other person or persons, for his use or in trust for him, *To have and to hold* the said recited indenture of lease, piece or parcel of ground, messuage or tenement thereon built, and all and singular other the premisses, with the appurtenances hereinbefore mentioned, or intended to be hereby granted, bargained, sold, assigned, released, and confirmed, and every part and parcel thereof, unto the said *Paul Poe*, his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, now to come and unexpired. *And* the said *Joseph King*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *Paul Poe*, his executors, administrators, and assigns, by these presents in manner following; (that

Covenant that
the lease is valid.

is

is to say) That the said recited indenture of lease made and granted to the said *D. G.* as aforesaid at the time of the sealing and delivery of these presents is good and effectual and valid in the law, of and for the premisses thereby demised, and that the same and the term of years thereby leased are now in being, and in no wise forfeited, surrendered, incumbered, or become void or voidable; and that they the said *John Jones* and *Joseph King* have, or one of them hath, in themselves or himself good right, full power, true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the premisses meant or intended to be hereby assigned, with their and every of their appurtenances unto the said *Paul Poe*, his executors, administrators, and assigns, in manner and form aforesaid; And that he the said *Paul Poe* his executors, administrators, or assigns, shall, or lawfully may, from time to time, and at all times hereafter, for and during all the residue and remainder of the said term of seventy-one years, in and by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess, and enjoy all and singular the premisses hereby granted and assigned or meant mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection, or interruption,

That the parties
have right to
assign

for peaceable
enjoyment,

tion, of or by them the said *John Jones* and *Joseph King*, or either of them, their or either of their executors, administrators, or assigns, or of or by any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved, kept harmless, and indemnified of, and from all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes and recognizances, and of, and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said *John Jones* and *Joseph King*, or either of them, their or either of their executors, administrators, or assigns, or by or with their, any or either of their privity, consent, or procurement, or by any other person or persons whatsoever (except one indenture of lease bearing date, &c. whereby the said *Joseph King* demised to *T. D.* of, &c. his executors, administrators, and assigns, the aforesaid messuage or tenement, known by the sign of, &c. part of the premisses hereby assigned, from *Lady-day* then last for the term of twenty-one years, at and under the yearly rent of — pounds, payable quarterly; which said rent of — pounds is from henceforth to be paid to the said *Paul Poe*, his executors,

free from incumbrances
excepting as to a lease.

For further as-
surance,

executors, administrators or assigns;) *And further* that he the said *Joseph King*, his executors and administrators, and all and every other person or persons lawfully claiming or to claim the premises, by, from or under him, them, or any of them, except as aforesaid, shall and will from time to time, and at all times hereafter, during the remainder of the said term of seventy one years now to come and unexpired, at the request, costs, and charges in the law, of the said *Paul Poe*, his executors, administrators, and assigns, make, do and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring the said hereby assigned premises, unto the said *Paul Poe*, his executors, administrators, and assigns, for all the rest, residue, and remainder of the said term of seventy-one years, which shall be then to come and unexpired, as by the said *Paul Poe*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised, or required; *And lastly* the said *Paul Poe*, for himself, his executors, administrators, and assigns, doth covenant, promise, and grant, to and with the said *Joseph King*, his executors and administrators, that

that he the said *Paul Poe*, his executors, administrators, or assigns, some or one of them, shall and will from time to time, from henceforth, for and during the remainder of the said term of seventy-one years, now to come and unexpired, well and truly pay the said yearly rent of —— pounds, at the times and in such manner as in and by the said recited indenture of lease, the same is reserved, and which shall from henceforth grow due, and perform all and every the covenants contained in the said recited indenture of lease, which on the tenant's or lessee's part or behalf, from henceforth are or ought to be kept and performed, and also shall and will from time to time and at all times hereafter, save, defend, keep harmless and indemnified, the said *Joseph King*, his executors and administrators, of and from all costs, charges, suits, damages, and expences whatsoever, which he or they shall or may bear, pay, or sustain, for, or by reason or means of the non-payment of the said yearly rent or sum of — pounds, which from henceforth shall become due and payable, or any future non-performance of any of the covenants in the said recited indenture of lease contained. **IN WITNESS, &c.**

Covenant from
the assignee to
pay the rent re-
served by the
lease and per-
form the co-
venants therein

An

No. XXX.

An Assignment of Leasehold Premises from a Mortgagee and the Assignees of a Bankrupt to a Purchaser.

A lease in trust
for a minor re-
cited.

The assignment
from the trustee
to the minor on
his attaining 21
years of age re-
cited.

THIS INDENTURE tripartite, &c. between *Richard Jones*, of the first part; *Stephen Green*, of, &c. and *Benjamin Brett*, of, &c. assignees of a commission of bankruptcy lately awarded, against *John Coles*, of, &c. of the second part; and *Edward Emes*, of, &c. of the third part; Whereas by indenture of lease bearing date, &c. and made or mentioned to be made, between, &c. they the said governors, for the considerations therein mentioned, did demise unto the said *R. H.*, &c. to hold unto the said *R. H.* his executors, administrators, and assigns, from henceforth, for and during, &c. in trust nevertheless, to and for the sole use and behoof of the said *John Coles*, then a minor, son of *William Coles*, deceased, then late tenant of the said premises, at and under the yearly rent of fifteen pounds, payable half-yearly; And whereas the said *R. W.* by deed poll of assignment, bearing date, &c. indorsed on the back of the said recited indenture of lease, for the consideration therein mentioned, did (with the consent of the governors of the said hospital) the said *John Coles* having then attained the age of twenty-one years, assign and set over unto the said *John Coles*, his executors,

tutors, administrators, and assigns, as well the
therein within written indenture, &c. And
whereas the said *John Coles*, by his indenture
of assignment or mortgage, bearing date, &c.
(reciting to the effect hereinbefore recited) for
the consideration therein mentioned, did grant,
bargain, sell, assign, and set over unto the said
Richard Jones, his executors, administrators,
and assigns, all the said messuage, &c. and other
the premisses in and by the said recited indenture
of lease granted and demised, with their and
every of their appurtenances, together with
the said indenture of lease, to hold unto the said
Richard Jones, his executors, administrators,
and assigns, from the day of the date thereof,
for and during all the rest and residue of the
said term of twenty-one years, in and by the
said recited indenture of lease granted, then to
come and unexpired, under a proviso therein
contained, for making the same void, on pay-
ment of the sum of —— pounds, in manner
therein mentioned, as in and by the said re-
cited indenture of demise, deed poll or as-
signment, or mortgage, relation being there-
unto severally had, may appear; And whereas
before any part of the said —— pounds was
paid, the said *John Coles* became a bankrupt,
and a commission of bankruptcy under the
great seal of *Great Britain*, grounded upon the
several statutes made concerning bankrupts,
bearing date at *Westminster*, the —— day of ——
last,

A mortgage
recited.

The mortgagor
became bank-
rupt,

Original Precedents

And the commissioners assigned the bankrupt's effects to the assignees.

last, was thereupon awarded and issued against the said *John Coles*, and upon due proof had and taken before the major part of the commissioners, in the said commission named and authorized, the said *John Coles*, was duly declared a bankrupt; *And whereas* by indenture of assignment bearing date, &c. and made or mentioned to be made, between *W. F.* and *P. H.* esquires, and *J. P.* gentleman, (being three of the commissioners in the said commission of bankruptcy named and authorised) of the one part; and the said *Stephen Green*, and *Benjamin Brett*, parties hereto of the other part; the said commissioners for the consideration therein mentioned, did grant, bargain, sell, assign, and set over unto the said *Stephen Green*, and *Benjamin Brett*, all and singular the goods, chattels, leases, term and terms of years, effects, sum and sums of money, debts, and personal estate whatsoever, of the said *John Coles*, whereby the right and equity of redemption, of and in the said term of twenty-one years, in the said messuage, &c. and also of the said lease, together with the estate and effects of him the said *John Coles*, became vested in them the said *Stephen Green*, and *Benjamin Brett*, in trust, for themselves, and the rest of the creditors of the said *John Coles*, as, in and by the said commission and other proceedings, under the said commission, and the said last recited indenture of assignment, relation being thereunto severally had

had may appear; And whereas the said *Stephen Green* and *Benjamin Brett*, with the approbation and consent of the said *Richard Jones*, caused publick notice to be given in the Daily Advertiser, for the sale of the said leasehold premisses, on the —— day of —— last, and the said *Edward Emes*, and *John Cox*, parties hereto, or one of them, or some other person on their behalf, appeared to be the best purchaser thereof, at and for the sum of —— pounds, no one offering to give more for the same. Now THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —— pounds, of lawful money of Great Britain, to the said *Richard Jones*, in hand, well and truly paid by the said *Edward Emes*, and *John Cox*, by and with the consent, direction, and appointment of the said *Stephen Green* and *Benjamin Brett*, testified by their being parties hereunto, and executing of these presents, at or before the sealing and delivery of these presents, he the said *Richard Jones*, by and with the like consent, direction, and appointment of the said *Stephen Green* and *Benjamin Brett*, testified as aforesaid, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth fully, clearly, and absolutely grant, bargain, sell, assign, transfer, and set over, unto the said *Edward Emes* and *John Cox*, their executors, administrators, and assigns, the said recited indenture of lease, made and granted to the said

The premisses
were sold by
public auction.

The considera-
tion.

The assignment
from the mort-
gagor with the
concurrence of
the assignees.

Habendum.

R. W. in trust, for the said *John Coles* as aforesaid, and the said deed poll of assignment indorsed thereon, and the said recited indenture of assignment or mortgage thereof, and the said messuages, and all and singular other the premisses, with the appurtenances in and by the said recited indenture of lease, demised to the said *R. W.* in trust as aforesaid, or meant, mentioned, or intended so to be; and all the estate, right, title, interest, property, term of years now to come and unexpired, claim and demand whatsoever, of him the said *Richard Jones*, of, in and to the same, and every part and parcel thereof, by force and virtue of the said recited indenture of lease, and deed poll, and indenture of assignment, or mortgage, or otherwise howsoever; *To have and to hold* the said recited indenture of lease, and deed poll, indenture of assignment, messuage, &c. and all and singular the premisses, with the appurtenances herein and hereby granted, bargained, sold, assigned, transferred, and set over, or meant, mentioned, or intended so to be, unto the said *Edward Emes* and *John Cox*, their executors, administrators, and assigns, from the day of the date of these presents, for and during all the rest, residue, and remainder of the said term of twenty-one years, in and by the said recited indenture of lease granted, and therein now to come and unexpired; [*here was inserted the usual covenant from Richard Jones, that he*

be had not done any act to incumber the premises] AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and for and in consideration of the further sum of five shillings of like lawful money, to the said *Stephen Green*, and *Benjamin Brett*, in hand, also well and truly paid by the said *Edward Emes*, and *John Cox*, at or before the sealing and delivery of these presents, they the said *Stephen Green* and *Benjamin Brett*, have, and each of them hath granted, bargained, sold, assigned, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, assign, and confirm unto the said *Edward Emes*, and *John Cox*, their executors, administrators, and assigns, the, &c. (as in the other grant) and all the estate, right, title, interest, profit, property, term of years now to come and unexpired, equity and benefit of redemption, claim and demand whatsoever, of them the said *Stephen Green* and *Benjamin Brett*, both in law and equity, or otherwise howsoever, of, in and to the said premises, every or any part or parcel thereof; *To have* Habendum. and to hold the said recited indenture of lease, messuage, &c. and all and singular other the premises, with the appurtenances herein before mentioned or intended to be hereby granted, sold, assigned, released, and confirmed, and every part and parcel thereof, unto the said *Edward Emes* and *John Cox*, their executors,

The assignment
and confirmation
from the
assignees.

Covenant
for peaceable
enjoyment.

administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of twenty-one years, in and by the said recited indenture of lease granted, now to come and unexpired. *And* the said *Stephen Green* and *Benjamin Brett*, for themselves severally and respectively, and for their several and respective executors and administrators, and not jointly, nor the one for the other of them, or for the act of the other of them, or for the act of the executors or administrators of the other of them, do, and each of them doth covenant, promise, and agree, to and with the said *Edward Emes* and *John Cox*, their executors, administrators, and assigns, by these presents in manner following, that is to say, that they the said *Edward Emes*, and *John Cox*, their executors, administrators, or assigns, shall and may from time to time, and at all times hereafter, for and during all the residue and remainder of the said term of twenty-one years, in and by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess, and enjoy, all and singular the premisses hereby granted, bargained, sold, and assigned, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, or interruption, of or by them the

the said *Stephen Green* and *Benjamin Brett*, or either of them, their or either of their executors, administrators, or assigns, or of or by any other person or persons whatsoever claiming or to claim, by, from, or under them or either of them. *And that free and clear, and freely and clearly acquitted, exonerated and discharged of, and from all and all manner of former and other deeds, gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, judgments, executions, statutes, recognizances, and of and from all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or suffered, by the said *Stephen Green* and *Benjamin Brett*, or either of them, their or either of their executors, administrators, or assigns, or by or with their, any or either of their privity, consent, or procurement, or by any other person or persons whatsoever, claiming or to claim, by, from, or under them, or either of them.*

*And further, that they the said *Stephen Green* and *Benjamin Brett*, their executors and administrators, and all and every other person or persons claiming or to claim any estate, right, title, or interest of, in, or to the said premises, or any part or parcel thereof, by, from, or under them, or either of them, shall and will from time to time, and at all times hereafter,*

free from in-
cumbrances

For further af-
furances during
five years.

during five years next ensuing the date hereof, at the request, costs, and charges in the law, of the said *Edward Emes* and *John Cox*, their executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, assigning, and assuring the said premisses hereby assigned and released, unto the said *Edward Emes* and *John Cox*, their executors, administrators, and assigns, for all the rest, residue, and remainder, of the said term of twenty-one years which shall be then to come and unexpired, as by the said *Edward Emes* and *John Cox*, their executors, administrators, or assigns, or their, either or any of their counsel learned in the law, shall be reasonably devised, advised, or required, so as the parties to execute the same, be not compelled or compellable to travel further than the cities of *London* or *Westminster*, and so as in such further assurance there be contained no covenants to extend further than the covenants in these presents contained. *And the said Edward Emes and John Cox, for themselves, their heirs, executors, and administrators, do covenant, promise and grant to and with the said Stephen Green and Benjamin Brett, their executors and admini-*

**Covenant from
the purchasers
to pay the rent
referred upon
the lease.**

administrators, by these presents, that they the said *Edward Emes* and *John Cox*, their executors or administrators, some or one of them, shall and will from time to time from henceforth for and during the remainder of the said term of twenty-one years, now to come and unexpired, well and truly pay the said yearly rent of —— pounds, at such times and in such manner as in and by the said recited indenture of lease, the same is reserved, and which shall from henceforth grow due, and perform all and every the covenants contained in the said recited indenture of lease, which, on the tenant's or lessee's part and behalf from henceforth, are or ought to be kept and performed: and also shall and will from time to time, and at all times hereafter save, defend, keep harmless, and indemnified the said *Stephen Green* and *Benjamin Brett*, their executors and administrators, and their and every of their goods, chattels, and estates, and the estate of the said *John Coles* the bankrupt, of and from all costs, charges, suits, damages, and expences whatsoever, which they, either or any of them shall or may bear, pay, or sustain for or by reason or means of the non-payment of the said yearly rent or sum of —— pounds which from henceforth shall become due and payable, or any future non-performance of any of the covenants in the said recited indenture of lease contained. IN WITNESS, &c.

No. XXXI.

An Assignment of Leasehold Premises from a Joint-tenant and Mortgagee to a Purchaser.—Settled by Mr. RIVET.

A lease to two persons recited.

THIS INDENTURE Tripartite, &c. between *Richard Vint* of, &c. of the first part; *George Dutch* of, &c. of the second part; and *John Smart* of, &c. of the third part: Whereas in and by one indenture bearing date, &c. and made or mentioned to be made between the Right Worshipful *R. M. Doctor* in Divinity, then Dean of the cathedral church of the Holy and undivided Trinity of *Ely*, and the Chapter of the same church of the one part, and the said *George Dutch* and *Henry Single* of, &c. since deceased of the other part; The said Dean and Chapter with one assent and consent, for the considerations therein mentioned, did, for themselves and their successors, demise, grant, and to farm lett, unto the said *George Dutch* and *Henry Single*, all, &c. together with all ways, passages, lights, easements, water-courses, privileges, advantages, commodities, and appurtenances whatsoever, to the said three messuages or tenements and stable belonging, or in anywise appertaining; To hold unto the said *George Dutch* and *Henry Single*, their executors, administrators, and assigns, from the Feast Day of, &c. last past, before the date thereof, unto

the full end and term of forty years from thence next ensuing, and fully to be compleat and ended, at and under the yearly rent or sum of — pounds payable quarterly, as therein was mentioned, free from all taxes, charges, and assessments whatsoever. *And whereas* by indenture, bearing date on or about the 1st day of *August 17*—, and made between the said *George Dutch* of the one part, and the said *Henry Single* of the other part, reciting the said indenture of lease, and that the said *George Dutch* and *Henry Single* had agreed to make a partition and division of the said three messuages or tenements, and stable, with their appurtenances, betwixt themselves as therein is recited during the then residue of the said term of forty years, and during all new leases to be obtained of the aforesaid premises; the said *Henry Single*, in pursuance of the said agreement, and for other the considerations therein mentioned, did remise, release, and for ever quit claim unto the said *George Dutch*, his executors, administrators, and assigns, all the said messuage or tenement with the appurtenances, called or known by the name or sign of *The Ship*, with the yard thereunto belonging, as the same was then divided, and in the tenure of —: And all the said messuage, or tenement, called or known by the name or sign of *The Lyon and Ladle*, then in the tenure of —: And also all ways, passages, lights, easements, &c. to hold unto the said *George Dutch*,

A deed of partition recited.

Dutch, his executors, administrators, and assigns, in severalty, to and for his and their own use and benefit, from thenceforth for and during all the rest and residue then to come and unexpired of the said term of forty years, therein subject to the payment of the yearly rent or sum of six pounds (one moiety or half part of the said yearly rent of twelve pounds) to the said dean and chapter and their successors; and also subject to the covenants in the said recited indenture of lease contained, so far as the same did relate and extend to the said premisses therein before allotted and released to the said George Dutch, his executors, administrators, and assigns as aforesaid; and in further pursuance of the said agreement, and for other the considerations therein mentioned, the said George Dutch [*here was recited a like release from George Dutch to Henry Single, of the messuage called The Angel and Still, and the stable, to hold the said messuages and other the said last mentioned premisses, with their appurtenances, &c. subject to the yearly rent of six pounds, (the other moiety or half part of the said yearly rent of twelve pounds),*] AND the said George Dutch and Henry Single did thereby mutually covenant with each other for payment of the said reserved rent of twelve pounds *per annum*, by equal moieties, and other mutual covenants, as therein contained, for repair of the said demised premisses, and bearing equal shares of all fines and charges of renewing the said lease, and it was

was thereby agreed that all new lease or leases to be obtained of the said dean and chapter, or their successors of and for the premisses, should be subject to the partition and division thereby made; and that the premisses should during all such new lease or leases be held and enjoyed by the said respective parties thereto, their respective executors, administrators, and assigns, in severalty, in such proportions as the same were allotted and set forth to and betwixt them in manner aforesaid, as by the said recited deed of partition, relation being thereunto had will appear; *And whereas* the said *George Dutch*, and *Henry Single*, surrendered up the said recited indenture of lease, and the right worshipful, &c. by their indenture of lease bearing date on or about the 25th day of *November*, 17—, did demise, grant, and to farm let, unto the said *George Dutch*, and *Henry Single*, the aforesaid three messuages or tenements, stable, and premisses, with the appurtenances, demised by the said first recited indenture of lease, to hold, &c. *And whereas* by indenture bearing date on or about the 17th day of *April*, 17—, made between the said *George Dutch* of the one part, and the said *Henry Single* of the other part, reciting the said herein recited indenture of partition, and last recited indenture of lease, the said *George Dutch*, and *Henry Single*, did in pursuance of the agreement in the said indenture of partition of the 1st day of *August* 17—, contained, make a partition and division betwixt themselves,

A surrender of
the first lease
and grant of
a new one.

A partition
made between
the parties.

A mortgage to
two persons
from one of the
lessees recited.

themselves, of the aforesaid three messuages or tenements, stable and premisses, with their appurtenances, in such and the same manner as the said premisses were by the said recited indenture of the 1st day of *August*, 17—, allotted and released, as by the said last recited indenture of partition, relation being thereunto had will appear. *And whereas* by indenture of assignment or mortgage, bearing date on or about the 9th day of *May* 17—, made between the said *George Dutch* of the one part, and *Richard Vint the elder*, of, &c. since deceased; and the said *Richard Vint*, party hereto, by the description of *Richard Vint the younger* of the other part, reciting the last recited indenture of lease, and last recited indenture of partition. The said *George Dutch*, for the considerations therein mentioned, did bargain, sell, assign, transfer, and set over unto the said *Richard Vint the elder*, and *Richard Vint* party hereto, their executors, administrators, and assigns; the aforesaid messuage, or tenement, with the appurtenances, called or known by the name or sign of *The Lyon and Ladle*, with the said yard thereunto belonging, then in the tenure of — And also the aforesaid messuage, or tenement, called or known by the name or sign of *The Ship*, then in the tenure of — And all ways, passages, lights, easements, waters, water-courses, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said

said two last mentioned messuages, or tene-
ments, and yard, or any of them, belonging or
in any wise appertaining; To hold unto the
said *Richard Vint*, the elder, and *Richard Vint*,
party hereto, their executors, administrators,
and assigns, for and during all the rest, residue,
and remainder of the said term of forty years,
by the said last recited indenture of lease grant-
ed then to come and unexpired, subject to the
payment of the yearly rent, or sum of 6*l.* (one
moiety, or half part of the yearly rent of 12*l.*)
to the said dean and chapter, and their successors,
and also subject to the covenants in the said
indenture of lease contained, so far as the
same related and extended to the said messuage
and premisses so allotted and released to the said
George Dutch, by the said *Henry Single*, and there-
by by the said *George Dutch*, assigned to the said
Richard Vint, the elder, and *Robert Vint*, party
hereto, their executors, administrators, and
assigns, as aforesaid, under a proviso in the said
indenture of mortgage contained, for making
void the same, on payment of the sum of —
pounds, at the place and times therein men-
tioned, as in and by the said indenture of assign-
ment, or mortgage, relation being thereunto
had may appear; And whereas the said *Henry*
Single, afterwards departed this life, having
first made his last will and testament in writing,
and thereof appointed *Elizabeth Single*, his wife,
sole executrix, who duly proved the said will in
the proper ecclesiastical court, whereby she
became

The other
lessee afterwards
died having
made a will and
appointed an
executrix.

became intitled to the aforesaid messuage, or tenement, known by the sign of *The Angel and Still*, and the stable behind the same, with their appurtenances, for the remainder of the term of forty years, granted by the said recited indenture of lease, subject to the payment of the yearly rent of six pounds, one moiety or half part of the yearly rent of twelve pounds, thereby reserved, and made payable to the dean and chapter of *Ely*, as aforesaid; *And whereas* the said *George Dutch*, and *Elizabeth Single*, surrendered the said last recited indenture of lease, unto the dean and chapter of *Ely*, aforesaid, in order to obtain a new lease of the premisses thereby demised. Whereupon the aforesaid dean and chapter of *Ely*, — by their indenture of lease under their common seal, bearing date on or about the 14th day of *June* 17 —, did demise, grant, and to farm lett, unto the said *George Dutch*, and the said *Elizabeth Single*, by the description of *Elizabeth Single*, of &c. widow, relict, and sole executrix of the said *Henry Single*, deceased; all those the aforesaid three messuages, or tenements, stable and premisses, with the appurtenances, mentioned to be demised to the said *George Dutch*, and *Henry Single*, by the said then surrendered lease; to hold unto the said *George Dutch*, and *Elizabeth Single*, their executors, and administrators, &c. *And whereas* by deed-poll of assignment, bearing date the 15th day of *September* 17 —, indorsed on the back of the said recited

The other
lessee and the
executrix obtain
a new lease.

*The word as-
signe was not
in the last lease,
yet the counsel
was clearly of
opinion that it
was assignable.*

recited indenture of mortgage, of the 9th day of May 17—, reciting amongst other things, that the said *Richard Vint*, the elder, departed this life, after the making the said indenture of mortgage, upon whose death, the said *Richard Vint*, party hereto, became entitled by survivorship, to the principal sum of — pounds, secured by the said indenture of mortgage, with all arrears of interest due for the same, and reciting the said last recited indenture of lease, of the 14th of June 17—, and that the said *Richard Vint*, party hereto, had lent the said *George Dutcb*, the further sum of — pounds, upon security of the said mortgaged premises, which being added to the said principal sum of — pounds, made together the sum of — pounds, and that there was then due and owing from the said *George Dutcb*, to the said *Richard Vint*, for interest of the said principal sum of — pounds, and otherwise as therein is mentioned the sum of — pounds, the said *George Dutcb*, for the consideration aforesaid, and other the considerations therein mentioned, did bargain, sell, assign, transfer, and set over unto the said *Richard Vint*, his executors, administrators, and assigns, the aforesaid messuage, &c. and all ways, &c. To hold unto the said *Richard Vint*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of forty years, granted by the said last recited indenture of lease, which was then to come and unexpired, subject,

One of the
mortgagors be-
ing dead the
other intitled to
the principal by
survivorship,
a further mort-
gage recited.

Original Precedents

subject, &c. (as in the recital of the former mortgage,) under a proviso for making void the same, on payment of the sum of — pounds, at the times therein limited and appointed for payment thereof, as by the said recited deed-poll, relation being thereunto had will appear; *And whereas* the said sum of — pounds, or any part thereof, was not paid or satisfied at the time mentioned and appointed for payment thereof, whereby the estate and interest of the said *Richard Vint*, in and to the said mortgaged premisses, is become absolute; *And whereas* there is now due and owing to the said *Richard Vint*, for principal and interest on the said recited mortgages, to the day of the date of these presents, the sum of — pounds; *And whereas* the said *John Smart*, hath contracted and agreed with the said *George Dutch*, for the absolute purchase of the said mortgaged premisses, for all the residue and remainder of the said term of forty years, in and by the said last recited indenture of lease granted now to come and unexpired for the price or sum of — pounds, of lawful money of *Great Britain*: **NOW THIS INDENTURE WITNESSETH**, that for and in consideration of the said sum of — pounds, of lawful money of *Great Britain*, to the said *Richard Vint*, in full of all principal and interest, due to him from the said *George Dutch*, on the said recited mortgages, in hand well and truly paid by the

A recital that the mortgagee's estate is absolute by default of payment.

What is due to the mortgagee.

A party hereto hath agreed to purchase the premisses.

The consideration.

said *John Smart*, (by and with the consent, direction, and appointment of the said *George Dutch*, testified by his being a party hereunto, and executing of these presents,) at and before the sealing and delivery hereof, the receipt whereof the said *Richard Vint*, doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said *John Smart*, his executors, administrators, and assigns, and every of them, by these presents, he the said *Richard Vint*, (by and with the like consent, direction, and appointment of the said *George Dutch*, testified as aforesaid,) hath granted, bargained, sold, assigned, transferred, and set over, and by these presents, doth fully and absolutely grant, bargain, sell, assign, transfer, and set over unto the said *John Smart*, his executors, administrators, and assigns; all that the aforesaid messuage, or tenement, with the appurtenances, called or known by the name or sign of *The Lyon and Ladle*, with the yard thereunto belonging; and also all that the aforesaid messuage, or tenement, with the appurtenances, heretofore called or known by the name or sign of *The Ship*, and all other the premisses assigned to the said *Richard Vint*, deceased; and the said *Richard Vint* party hereto, by the said *George Dutch*, by the said recited indenture of assignment, or mortgage, of the 9th day of *May 17*—, and to the said *Richard Vint*,

The assign-
ment from the
mortgagors.

Original Precedents

Habendum.

party hereto, by the said *George Durch*, by the said recited deed poll of assignment indorsed thereon, and all the estate, right, title, interest, term of years, property, claim, and demand whatsoever, of him the said *Richard Vint*, party hereto, of, in and to the same messuages, or tenements, and premisses mentioned to be hereby assigned, and every part thereof; *To have and to hold the said messuages or tenements, yard, and all and singular other the premisses mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said John Smart, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue and remainder, of the said term of forty years, in and by the said last recited indenture of lease granted, and therein now to come and unexpired, subject to the payment of the yearly rent or sum of six pounds, (one moiety or half-part of the said yearly rent of twelve pounds) to the said dean, and chapter and their successors, and also subject to the covenants in the said last recited indenture of lease contained, so far as the same relate and extend to the said messuages and premisses hereby assigned, or intended to be hereby assigned to the said *John Smart*, his executors, administrators, and assigns as aforesaid; And the said *Richard Vint*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *John Smart*,*

Covenant from
the mortgagor
that he has done
no act to in-
cumber.

Smart, his executors, administrators, and assigns, by these presents, that he the said *Richard Vint*, hath not made, done or committed any act, matter, or thing whatsoever, whereby or by reason or means whereof the said last recited indenture of lease, or the said messuages or tenements, yard and premises hereby assigned, or intended so to be, or any of them is, are, shall or may be impeached, charged, vacated, or incurred in title charge, estate, or otherwise howsoever; AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the further sum of —— pounds, of lawful money of *Great Britain*, to the said *George Dutch*, in hand, also well and truly paid, by the said *John Smart*, at and before the sealing and delivery of these presents, the receipt whereof the said *George Dutch*, doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said *John Smart*, his executors, administrators, and assigns for ever, by these presents, (which said sums of —— pounds, and —— pounds, make together the said sum of —— pounds, and are in full of the purchase money agreed to be given for the said premises, by the said *John Smart*;) he the said *George Dutch*, hath granted, bargained, sold, assigned, released, and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, assign, release, and confirm unto the said *John Smart*,

The assignment
and confirma-
tion from the
mortgagor.

his executors, administrators, and assigns, the aforesaid messuage or tenement, with the appurtenances called or known by the name or sign of *The Lion and Ladle*, with the yard thereunto belonging, and also the aforesaid messuage or tenement, called or known by the name or sign of *The Ship*, and all the estate, right, title, interest, profit, property, term of years now to come and unexpired, equity and benefit of redemption, claim, and demand whatsoever, of him the said *George Dutch*, both in law and equity, or otherwise howsoever, of, in, and to the said premisses hereby assigned, every or any part or parcel thereof, and all deeds, evidences, and writings, touching and concerning the said hereby assigned premisses, or any part thereof, now in the custody or power of him the said *George Dutch*, or of any other person, or persons, for his use or in trust, for him; *To have and to hold* the said messuages or tenements, yard, and all and singular other the premisses mentioned, or intended to be hereby assigned and released, with their and every of their appurtenances, &c. (as in the other *habendum*) by the said last recited indenture of lease granted, now to come and unexpired, subject, &c. (as in the other *habendum*) only the word released added after the word assigned) And the said *George Dutch*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *John Smart*, his executors, administrators, and assigns

Habendum.

assigns by these presents, in manner following, that is to say, that for and notwithstanding any act, matter, or thing, by him the said *George Dutcb*, done or unwittingly or willingly suffered to the contrary, the said last recited indenture of lease, at the time of the sealing and delivery of these presents, is good, effectual, and valid in the law, of and for the premisses thereby demised, and the same, and the term of years thereby leased are now in being, and in no wise forfeited, surrendred, incumbred, or become void or voidable, and that they the said *Richard Vint* and *George Dutcb*, have, or one of them hath in themselves, or himself, good right, full power, true title, and lawful and absolute authority, to grant, bargain, sell, assign, transfer, and set over, all and singular the premisses hereby assigned, or meant, or intended so to be, with their and every of their appurtenances, unto the said *John Smart*, his executors, administrators, and assigns, in manner and form aforesaid; *And that he the said John Smart*, his executors, administrators, or assigns, shall and lawfully may from time to time and at all times hereafter, for and during all the residue and remainder of the said term of forty years, in and by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess, and enjoy, all and singular the premisses hereby granted and assigned, or meant,

A covenant that
the lease is
valid.

The parties have
right to convey.

Covenant for
peaceable en-
joyment,

mentioned, or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection or interruption, of or by them the said *Richard Vint* and *George Dutcb*, or either of them, their or either of their executors, administrators, or assigns, or, of or by any other person or persons whomsoever, and that free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes, recognizances, and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly and willingly suffered, or to be had, made, done, or suffered by the said *Richard Vint* and *George Dutcb*, or either of them, their or either of their executors, administrators, or assigns, or by or with their or either of their privity, consent, or procurement, or by any other person or persons whatsoever: *And further*, that he the said *George Dutcb*, his executors and administrators, and all and every other person and persons lawfully claiming or to claim the premisses, by, from or under him, them, or any of them, shall and will from time to time and at all times hereafter, during the remainder of the said term of forty

Covenant for
further assur-
ances.

years, now to come and unexpired, at the request, costs, and charges in the law, of the said *John Smart*, his executors, administrators, and assigns, make, do, and execute, or cause, and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, absolute conveying assigning and assuring the said hereby assigned premisses, unto the said *John Smart*, his executors, administrators, and assigns, for all the rest, residue, and remainder of the said term of forty years, which shall be then to come and unexpired, as by the said *John Smart*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advized, devised, or required; *And lastly*, the said *John Smart* for himself, his executors, administrators, and assigns, doth covenant, promise, and grant, to and with the said *George Dutch*, his executors, and administrators, that he the said *John Smart*, his executors or administrators, some or one of them, shall and will from time to time from henceforth, for and during the remainder of the said term of forty years now to come and unexpired, well and truly pay the said yearly rent of six pounds (being a moiety or half part of the said yearly rent of twelve pounds) to the said dean and chapter, and their successors, at such times and

Covenant that
the assignee will
pay the rent re-
served upon the
lease, and in-
demnify the as-
signors there-
from.

in such manner as the said yearly rent of twelve pounds, is reserved and made payable by the said recited indenture of lease of the 14th day of June 17—, and perform all and every the covenants contained in the said indenture of lease which on the tenant's or lessee's part and behalf, from henceforth are or ought to be kept and performed, so far as the same relate and extend to the said premisses hereby assigned to the said *John Smart*, his executors, administrators, and assigns as aforesaid, and also shall and will from time to time and at all times hereafter, save, defend, keep harmless, and indemnified the said *George Dutch*, his executors and administrators, of and from all costs, charges, suits, damages, and expences whatsoever, which he or they shall or may bear, pay, or sustain, for or by reason or means of the non-payment of the said yearly rent or sum of twelve pounds, which from henceforth shall become due and payable, or any future non-performance of any of the covenants in the said indenture of lease contained. IN WITNESS, &c.

No. XXXII. *An Assignment of Leasehold Premises from a Jointenant and Confirmation by the other Jointenant.—Perused by Mr. RIVET.*

Recitals as in the last deed,

THIS INDENTURE tripartite, &c. between *Elizabeth Single*, of, &c. widow, relict and sole executrix of the last will and testament

ment of *Henry Single*, deceased, of the one part; *George Dutch*, of, &c. of the second part; and *John Smart* of, &c. of the third part; Whereas (here were recited the two leases first recited in the two indentures of partition, as in the last assignment) And whereas the said *Henry Single* afterwards departed this life having first made his last will and testament in writing, and thereof appointed the said *Elizabeth Single*, sole executrix who duly proved, &c. (Here go on with the recital, as in the last deed, and with the recital of the lease of the 14th of June 17—,) And whereas by indenture of assignment, being tripartite, bearing even date herewith, and made or mentioned to be made, between *Richard Vint*, of, &c. of the first part; the said *George Dutch*, of the second part; and the said *John Smart*, of the third part; he the said *Richard Vint*, (being a mortgagee of the said *George Dutch*'s share of the said demised premises) for the considerations therein mentioned, with the consent, direction, and appointment of the said *George Dutch*, testified as therein is mentioned, hath granted, bargained, sold, assigned, transferred, and set over, and the said *George Dutch*, for the consideration therein mentioned, hath granted, bargained, sold, assigned, released, and confirmed unto the said *John Smart*, his executors, administrators, and assigns, all that, &c. to hold unto the said *John Smart*, his executors, administrators, and assigns, for and during

The jointenant
departed this
life having made
a will and ap-
pointed an exe-
cutrix.

A party hereto
hath agreed to
purchase the
joynement's
share of the pre-
mises.

The considera-
tion.

ing all the rest, residue, and remainder of the said term of forty years, in and by the said last recited indenture of lease granted, and therein to come and unexpired, as in and by the said indenture, relation being thereunto had, will more fully appear; *And whereas* the said *John Smart*, hath contracted and agreed with the said *Elizabeth Single*, for the absolute purchase of the aforesaid messuage or tenement, known by the sign of *The Angel and Still*, and the stable behind the same, with the appurtenances, being the said *Elizabeth Single's* share allotted by the aforesaid partition of the said demised premises, for all the residue and remainder of the said term of forty years in and by the said last recited indenture of lease granted now to come and unexpired, for the price or sum of —— pounds, of lawful money of *Great Britain* (which said messuage or tenement and stable, and the messuage or tenement, yard and premises, assigned by the said *Richard Vint* and *George Dutch*, by the said recited tripartite indenture of assignment bearing even date herewith, are the whole of the premises demised to the said *George Dutch* and *Elizabeth Single*, by the said last recited indenture of lease). Now THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —— pounds, of lawful money of *Great Britain*, to the said *Elizabeth Single* in hand, at and before the sealing and delivery of these

these presents, by the said *John Smart* well and truly paid; and also in consideration of five shillings of like lawful money, to the said *George Dutch* in hand, also paid by the said *John Smart*, the receipt of which said several sums they the said *Elizabeth Single* and *George Dutch* do hereby respectively acknowledge, and thereof acquit and for ever discharge the said *John Smart*, his executors, administrators, and assigns, and every of them, by these presents, the the said *Elizabeth Single*, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth fully and absolutely grant, bargain, sell, assign, transfer, and set over; and the said *George Dutch*, at her request, hath assigned and confirmed, and by these presents doth assign and confirm unto the said *John Smart*, his executors, administrators, and assigns, all that the aforesaid messuage or tenement, with the appurtenances, called or known by the name or sign of *The Angel and Still*, and also the aforesaid stable, lying behind the same, now a still-house, heretofore in the tenure of _____; and all the estate, right, title, interest, term of years now to come and unexpired, property, claim and demand whatsoever, of them the said *Elizabeth Single* and *George Dutch*, or either of them, of, in, and to the said premises hereby assigned, and every or any part or parcel thereof; and all deeds, evidences, and writings, touching and concerning the said hereby

The assignment
and confirmation.

Habendum.

hereby assigned premisses, or any part thereof, now in the custody or power of them the said *Elizabeth Single* and *George Dutch*, or of either of them, or of any other person or persons for their or either of their use, or in trust for them or either of them. *To have and to hold the said messuage or tenement, stable, and all and singular other the premisses mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said John Smart, his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of forty years, in and by the said last recited indenture of lease granted, and therein now to come and unexpired, subject, &c.* [as in the last deed, here also insert the like covenant's from *Elizabeth Single*, mutatis mutandis, as from the said *George Dutch* in the last deed, and also the like covenant from *John Smart*, for payment of the rent, &c.]

AND THIS INDENTURE FURTHER WITNESSETH, that for the better confirming the said recited tripartite indenture of assignment, bearing even date herewith, made by the said *Richard Vint* and *George Dutch* to the said *John Smart*, and for and in consideration of the sum of five shillings of lawful money of Great Britain, to her the said *Elizabeth Single* in hand well and truly paid, by the said *John Smart*, the receipt whereof is hereby acknowledged; she the said *Elizabeth Single*, at the request of the

The confirmation by the joint-tenant of the last deed of assignment.

the said *George Dutch*, hath assigned, released, and confirmed, and by these presents doth assign, release, and confirm unto the said *John Smart*, all that the aforesaid messuage or tenement, with the appurtenances, called or known by name or sign of *The Lyon and Ladle*, with the yard thereunto belonging, and also all that the aforesaid messuage or tenement, with the appurtenances heretofore called or known by the name or sign of *The Ship*, and all other the premisses assigned by the said *Richard Vint* and *George Dutch* to the said *John Smart*, by the said recited tripartite indenture of assignment as aforesaid and all the estate right, title, interest, term of years now to come and unexpired, property, claim and demand whatsoever, of her the said *Elizabeth Single*, of, in, and to the same premisses, every or any part or parcel thereof, *To have and to hold the said messuage, &c.* assigned by the said recited tripartite indenture of assignment as aforesaid, and hereby released and confirmed, with their and every of their appurtenances, unto the said *John Smart*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of forty years, in and by the said last recited indenture of lease granted, now to come and unexpired. *In witness, &c.*

An.

No. XXXIII.

An Assignment of Leasehold Premises from a Mortgagee to a Mortgagor where a Suit in Chancery has been instituted.—Settled by Mr. BROWNING.

A lease and
mortgages recit-
ed.

Assignment of
such mortgages
recited.

THIS INDENTURE, &c. between John Cox of, &c. of the one part; and Peter Innis of, &c. of the other part: Whereas, &c. [here were recited the lease, and how the premises came to Peter Innis the mortgagor; and also two mortgages, one to Samuel Kell and the other to Samuel Bray.] And whereas by indenture tripartite, bearing date, &c. made between the said Peter Innis of the first part, and the said Samuel Kell and Samuel Bray of the second part, and the said John Cox, party hereto, of the third part: Reciting to the effect herein before recited, in consideration of the sum of —— pounds therein mentioned, to be paid by the said John Cox to the said Samuel Kell, by the direction and appointment of the said Peter Innis, testified as therein is mentioned, in full of all principal and interest money due on the said recited indenture of mortgage, made to the said Samuel Kell as aforesaid, and of the sum of —— pounds, therein also mentioned to be paid by the said John Cox to the said Samuel Bray, by the like direction and appointment of the said Peter Innis, also testified as therein mentioned, and also of the sum of —— pounds therein

therein also mentioned to be paid by the said *John Cox* to the said *Peter Innis* (making together the sum of —— pounds: they the said *Samuel Kell* and *Samuel Bray*) by the direction and appointment of the said *Peter Innis*, testified as therein mentioned) and also the said *Peter Innis* did bargain, sell, assign, transfer, and set over, to the said *John Cox*, his executors, administrators, and assigns, all and singular the messuages or tenements, &c. and all and singular other the premisses granted by the said therein and herein recited indenture of lease; and by the said therein and herein recited indentures of mortgage assigned to the said *Samuel Kell* and *Samuel Bray*, or either of them, and all other erections and buildings then lately erected and built, and then standing and being upon the said premisses by the said indenture of lease granted, or any part thereof, and all the estate, right, title, interest, term of years therein then to come and unexpired, property, claim, and demand whatsoever, of him the said *Peter Innis*, of, in, and to the same, every or any part or parcel thereof, by force, virtue, or means of the said therein and herein recited indentures, endorsements, last will and testament, administration, assignments, mortgages, or otherwise howsoever; together with the said recited indentures, except and always reserved, &c. To hold (except as before excepted) unto the said *John Cox*, his executors, administrators, and assigns,

assigns, from thenceforth, for and during all the residue and remainder of the said term of sixty years in and by the said recited indenture of lease granted, and therein then to come and unexpired, discharged from the said provisoies or conditions in the said therein and herein recited indentures mentioned, and of and from all powers and equity of redemption to be had thereupon, subject to a proviso therein contained, that if the said *Peter Innis*, his executors, or administrators, should pay to the said *John Cox*, his executors, administrators, or assigns, one annuity, or yearly sum of — pounds, from the Feast Day of — for and during the term of twenty-three years, by quarterly payments clear of taxes, then the said *John Cox*, his executors, administrators, or assigns, should at the expiration of the said term of twenty-three years, re-assign the residue of the said term of sixty years in the said premisses, unto the said *Peter Innis*, his executors, administrators, and assigns, or to whom he should appoint, discharged from all incumbrances, done by him or them; *And whereas* &c. (here was recited another mortgage to *John Cox*, for securing a farther annuity,) *And whereas* by indenture bearing even date with the last recited indenture, made between the said *John Cox* of the one part, and the said *Peter Innis*, of the other part (reciting as therein is recited) the said *John Cox*, did covenant and agree with

In order to secure the payment of an annuity to the mortgagee.

A further mortgage for securing an annuity recited.

A deed recited whereby the mortgagee agreed upon receiving certain monies to determine the annuity and re-assign the premisses.

with the said *Peter Innis*, his executors, administrators, and assigns, that if the said *Peter Innis*, should at any time after the — day of — then next, and before the — day of — pay or tender to the said *John Cox*, his executors, administrators, or assigns, the sum of fifty guineas, and — pounds, over and above the said annuity of — pounds in full, to the next succeeding quarter day after such payment or tender, then and not otherwise the said *John Cox*, his executors, administrators, and assigns, should re-assign all and singular the said messuages, and tenements, to the said *Peter Innis*, his executors, administrators, and assigns, or to whom he should appoint, for and during all the rest, and residue, which should be then to come, and unexpired of the said term of sixty years; and the said *Peter Innis*, did thereby consent, declare, and agree, that in case the said sum of fifty guineas, and — pounds, together with the annuity, to the time aforesaid, should not be paid or tendered, to the said *John Cox*, his executors, administrators, or assigns, after the said — day of — and on or before the said — then the said indenture should be void, it being thereby declared to be the true intent and meaning of the parties thereto, that after the — day of — the sum of fifty guineas, and — pounds together with the said annuity as aforesaid, not being paid or tendered, the said annuity of eighty-five pounds, together with

Original Precedents

The mortgagor
filed a bill to
redeem.

the several assignments for securing the same, should remain in full force, during all the then residue of the said term of sixty-years, as in and by the said last recited indentures, and deeds poll, relation being thereto respectively had will appear; *And whereas* in or about *Michaelmas* term, which was in the year, &c. the said *Peter Innis*, preferred his bill in his majesty's high court of Chancery, against the said *John Cox*, setting forth the said recited indenture of lease, and the several mortgages made by him to the said *John Cox*, as aforesaid, and that he having afterwards erected several new buildings on the ground excepted out of the said mortgage to the said *John Cox*, and made several other valuable improvements thereon, and having occasion for the further sum of — pounds, had borrowed the same of *T. R.* of, &c. and for securing the repayment thereof with interest, mortgaged as well the said excepted and new buildings, as also the said tenements, and premisses, in mortgage to the said *John Cox* as aforesaid; and all his estate and interest therein, and empowered the said *T. R.* to pay off and discharge the mortgages made to the said *John Cox*, and to take assignments thereof, for the use of the said *T. R.* and that the said *T. R.* soon after, in pursuance of the said power given him, declared to the said *John Cox*, that he would pay the principal sums so lent as aforesaid, with what interest was due thereupon

to the said *John Cox* on his behalf, which the said *John Cox* having refused to accept, the said *T. R.* in or about *Michaelmas* term, 17—, exhibited his bill in the said court against the said *John Cox*, to compel him thereto, which suit is since abated by the death of the said *T. R.* and further setting forth, that the said *John Cox*, had not only opposed the said *Peter Innis*, in receiving the profits of the said premisses, but had himself, or by some others in trust for him, entered on the premisses, and received the profits thereof, for many years then last past, besides several other sums paid him by the said *T. R.* and him the said *Peter Innis*, on account of the said mortgages, and that he the said *Peter Innis*, before and after the death of the said *T. R.* had applied to the said *John Cox*, to account with him touching the premisses, he being willing to pay the said *John Cox*, what should appear due to him on balance of such account, if any should so appear, and requested the said *John Cox*, to deliver up to him the said *Peter Innis*, the said original lease, mortgages, and incumbrances, and other deeds, and writings, touching the premisses in his custody, and to reconvey and assign the same premisses so in mortgage to him, to such person as he should appoint, and to deliver the possession of the premisses to him the said *Peter Innis*, but that the said *John Cox*, had refused to account with him, or to re-convey the same to him, pretending the said annuities were

granted to him absolutely, and not by way of mortgage, or only for securing the re-payment of the money lent and advanced by the said *John Cox*, to him the said *Petter Innis*: the said complainant therefore prayed, that the said *John Cox*, might be compelled by the decree of that honourable court, to account, &c. and that he might have the benefit and advantage of the said tender, made by the said *T. R.* on his behalf, to which said bill the said *John Cox*, put in his answer, setting forth his several securities aforesaid, and the said last indenture of the _____ day of _____ and thereby denied that the said premisses so assigned to him, were intended as a security for the re-payment of the principal money, advanced to the complainant, and interest thereof, but said, the same was a security for the quarterly payments of the said annuity, and hoped, &c. (Here were recited the most material things in the answer) to which answer the said complainant replied, and the said cause being at issue, several witnesses were examined, and the cause coming to be heard before the right honorable the Master of the Rolls, on the _____ day of _____ in the fifth year of the reign of his present majesty, his Honour did think fit, and so order, and decree, that it should be referred, &c.

A decree in the cause.

[here was set forth the decree] and then it was ordered, that the plaintiff's bill should from thenceforth stand absolutely dismissed out of the said court, as in and by the said bill, and all the plaintiff's demands and causes of action, were, then

wer, deposition, decretal order, and other proceedings had in the said cause, remaining of record in the said High Court of Chancery, relation being thereunto had may more fully appear; *And whereas* divers proceedings have been had before the said Master, touching the said accounts so directed to be taken as aforesaid; *And whereas* the said *John Cox*, to prevent all further expence in the said suit, and to put an end thereto, and all matters in difference between him and the said *Peter Innis* hath agreed to reconvey to the said *Peter Innis*, the said premisses so in mortgage to him as aforesaid, and to assign over to him, all arrears of rent now due and owing, for and in respect of the said premisses, and to release and discharge him the said *Peter Innis*, from all claims and demands whatsoever, on his the said *Peter Innis* releasing and discharging him the said *John Cox*, from all claims and demands touching the said mortgaged premisses, or the rents or profits thereof, or otherwise howsoever; **NOW THIS INDENTURE WITNESSETH**, that the said *John Cox*, in pursuance of the said agreement on his part, and for and in consideration of five shillings of lawful money of *Great Britain*, to him in hand, at or before the sealing and delivery of these presents, by the said *Peter Innis*, well and truly paid, the receipt whereof he doth hereby acknowledge, hath bargained, sold, assigned, transferred, and set over, and by these presents, doth bargain, sell, assign,

Divers proceed-
ings were had
before the Ma-
ster.

The mortgagee
to prevent fur-
ther suits, hath
agreed to re-
assign.

The considera-
tion.

The assignment

Original Precedents

transfer, and set over unto the said *Peter Innis*, his executors, administrators, and assigns, all those the aforesaid messuages or tenements, gardens, yards, and all and singular other the premisses granted by the said recited indenture of lease and by the said recited indentures of assignment of the — day of — 17 —, and deed poll of the — day of — assigned to the said *John Cox*, as aforesaid, and all the estate, right, title, term of years yet to come and unexpired, property, claim, and demand whatsoever, of him the said *John Cox*, of, in, and to the same, every or any part or parcel thereof, and all deeds, evidences, and writings touching and concerning the said premisses, or any part thereof, now in the custody or power of him the said *John Cox*, or of any other person or persons whatsoever, for his use, or in trust for him, and all rents and arrears of rent now due and owing from any person or persons whatsoever, for or in respect of the said premisses, or any part thereof, and all securities had or taken for the same; *To have and to hold* the said messuages, &c. hereby assigned or meant mentioned or intended so to be, with their and every of their appurtenances, unto the said *Peter Innis*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of sixty years, in and by the said recited indenture of lease granted and therein now to come and unexpired, subject to the rent and covenants reserved

Habendum as
to the premisses.

reserved and contained in the said indenture of lease; *And to have and to hold* the said rents, and arrears of rent, unto the said *Peter Innis*, his executors, administrators, and assigns, to be by him and them had, held, received, and enjoyed, to and for his and their own proper use and behoof for ever, without any account to be given to the said *John Cox* for the same, *AND* the said *John Cox*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *Peter Innis* his executors, administrators, and assigns, by these presents, that he the said *John Cox*, hath not made, done, or committed any act, matter, or thing whatsoever, whereby or by reason or means whereof, the said recited indenture of lease, or the messuages, &c. hereby assigned or intended so to be, or any of them, is, are, shall or may be impeached, charged, vacated, or incumbered, in title charge, estate or otherwise howsoever;

Habendum as
to the rents in
arrear.

Covenant that
the assignor
hath done no
act to incumber,

*There ought to
have been a
power of attor-
ney to receive
the rents, but
the mortgagee
would not have
it inserted.*

AND THIS INDENTURE FURTHER WITNESSETH, that the said *John Cox*, in further pursuance and full performance of the said agreement, on his part, and for the consideration aforesaid, hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit-claim unto the said *Peter Innis*, his heirs, executors and administrators, and every of them, all, and all manner of action and actions, cause and causes of actions, suits, prosecutions, accounts, reckonings, sum and sums of money, debts, dues, duties, claims, and demands what-

General release
from the mort-
gagor.

soever, both in law and equity, or otherwise howsoever, which against the said *Peter Innis*, he the said *John Cox* now has, or which he his heirs, executors or administrators, can or may at any time hereafter, have, claim, challenge, or demand, for or in respect of any the sum or sums of money by him lent and advanced to the said *Peter Innis*, on the securities aforesaid, or any part thereof, or for the interest thereof, or for or on account, or by reason or means of any other matter cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents; And the said *Peter Innis*, in pursuance and performance of the said agreement on his part, and for the consideration aforesaid, hath remised, released, and for ever quit-claimed unto the said *John Cox*, his heirs, executors, and administrators, and every of them, all and all manner of action and actions, cause and causes of actions, suits, prosecutions, accounts, reckonings, sum and sums of money, debts, dues, duties, claims, and demands whatsoever, both at law and in equity, or otherwise howsoever, which against the said *John Cox*, he the said *Peter Innis*, now hath; or which he his executors or administrators, or any of them, can or may at any time or times hereafter, have, claim, challenge, or demand, for or in respect of any sum or sums of money received by him, or any other person or persons for his use, for rent of the said mortgaged premises, or any part thereof, or otherwise,

General release
from the mort-
gagor.

on

on account of the money so lent and advanced by him to the said *Peter Innis* as aforesaid, or for or on account of any other matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents; *And it is hereby agreed by and between the said parties hereto, that the herein recited bill in Chancery brought by the said Peter Innis against the said John Cox shall be dismissed out of court without costs on either side.* IN WITNESS, &c.

An agreement
to dismiss the
bill without
costs.

An Assignment of an Agreement for a Lease.

No. XXXIV:

THIS INDENTURE made, &c. between *Henry Hurle* of *Drury-lane* in the county of *Middlesex*, carpenter, of the one part, and *Thomas Green* of *Cheapside, London*, hosier, of the other part: *Whereas* by an agreement in writing under the hands of *Jane Danson* of *Chelsea* in the county of *Middlesex*, spinster, and the said *Henry Hurle*, bearing date the 23d day of *December*, which was in the year of our Lord 17—, and made, or mentioned to be made, between the said *Jane Danson* of the one part, and the said *Henry Hurle* of the other part; It is witnessed, that the said *Jane Danson*, did thereby agree to let unto the said *Henry Hurle* for twelve years and three quarters of a year from the date thereof, all that dwelling-house and premisses which the said *Jane Danson* held by lease from the *Mercers Company* situate in *Drury-lane* aforesaid, at the yearly rent

The agreement
for a lease reci-
ed.

Original Precedents

rent of twenty-six pounds, clear of all deductions whatsoever, (except the king's tax and the rent payable to the Company for the same) and the said *Henry Hurle* did thereby agree to take the said house for the above mentioned time, and to keep the same in tenantable repair (accidents by fire excepted); and to pay to the said *Jane Danson* the said yearly rent or sum of twenty six pounds by equal quarterly payments, the first payment thereof to be made on the 25th day of *March* then next; and it was thereby further agreed between the said *Jane Danson* and *Henry Hurle*, that the said *Henry Hurle* should let the said *Jane Danson* have for herself to live in as long as she thought proper, the back room on the ground floor, and the closets in the yard for the yearly rent of three pounds, as by the said agreement, relation being thereunto had may appear.

And whereas the said *Henry Hurle*, in pursuance of the said recited agreement, entered into and hath continued in possession of the said messuage or tenement and premises, until the day of the date of these presents, and during that time hath laid out several sums of money in repairing and improving the same: *And whereas* the said *Thomas Green* hath contracted and agreed with the said *Henry Hurle*, for the purchase of his term and interest in the said premises and for the price or sum of seventy-five pounds.

Such agreement is agreed to be sold.

The consideration.

Now THIS INDENTURE WITNESSETH, that for and

and in consideration of the sum of seventy-five pounds of lawful money of *Great Britain*, by the said *Thomas Green* to the said *Henry Hurle* in hand paid, at and before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof acquit, release, and discharge the said *Thomas Green*, his executors, administrators, and assigns, by these presents, he the said *Henry Hurle* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said *Thomas Green*, his executors, administrators, and assigns, the said recited agreement; and the messuage or tenement and premisses thereby agreed to be demised to the said *Henry Hurle* as aforesaid, with their and every of their appurtenances; and all the estate, right, title, interest, term and terms of years yet to come and unexpired, claim and demand whatsoever, both at law and in equity of him the said *Henry Hurle*, of, in, to, or out of the said premisses, or any part or parcel thereof, by virtue of the said recited agreement or otherwise howsoever; and all benefit and advantage thereof, and of the covenants and agreements therein inserted and contained, To have, hold, and enjoy the said hereby assigned premisses, with their and every of their appurtenances, unto the said *Thomas Green*, his executors, administrators, and assigns, from the 25th day of

The assignment.

Habendum.

December

Original Precedents

December now last past, for all the terms, estate, and interest of him the said *Henry Hurle*, of, in, and to the same; subject nevertheless to the payment of the rent, and to the performance of the covenants in the said recited agreement reserved and contained, which, from and after the said 25th day of December now last past, on the part and behalf of the said *Henry Hurle*, his heirs, executors, and administrators, shall become due and ought to be paid and performed:

Power of attorney given to procure the lease.

And for the better and more effectually enabling and empowering the said *Thomas Green*, his executors, administrators, and assigns, to obtain and procure from the said *Jane Danson* her executors, administrators, and assigns, such grant or lease as in and by the said herein before in part recited agreement, is mentioned and agreed to be made or executed in that behalf, and for the accelerating and enforcing the obtaining and procuring of the same, he the said *Henry Hurle* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Thomas Green*, his executors and administrators, his true and lawful attorney and attorneyes, irrevocable, for him and in his name, place and stead, or in the name or names, and to and for the proper use and benefit of him the said *Thomas Green*, his executors, administrators, or assigns, to ask, demand, procure, and obtain of and from the said *Jane Danson*, her executors, administra-

tors, or assigns, and all and every other person and persons whom it doth or may concern; a lease or grant from the said *Jane Danson* to the said *Henry Hurle*, or him the said *Thomas Green*, his executors, administrators, or assigns, of the said messuage or tenement and premises herein before assigned, and agreed to be made and executed thereof as aforesaid; and upon receipt and delivery of the said lease or grant, to seal, execute, and deliver a counterpart thereof, for and in the name of the said *Henry Hurle*, his executors or administrators, or in the name of him the said *Thomas Green*, his executors, administrators, or assigns, and generally to do execute and perform, all and every such further and other lawful and reasonable act and acts, thing and things, as shall be necessary for the better and more speedy obtaining the said lease or grant, he the said *Henry Hurle* for himself, his executors and administrators, hereby agreeing to ratify, confirm, and allow, all and whatsoever the said *Thomas Green*, his executors, administrators or assigns, shall lawfully do or cause to be done in or about the premises by virtue of these presents. *And the said Henry Hurle* doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree to and with the said *Thomas Green*, his executors, administrators, and assigns, that he the said *Henry Hurle*, his executors or administrators, shall and will at the request of the said

Thomas

Covenant from
the assignor that
he will use his
endeavours to
procure the
lease.

Thomas Green, his executors, administrators, and assigns, use his and their best means and endeavours to procure the said Jane Danson, her executors, administrators, or assigns, to grant a lease of the said messuage or tenement and premisses, either to the said Henry Hurle, his executors or administrators, or to the said Thomas Green, his executors, administrators, or assigns; And that he the said Henry Hurle, his executors or administrators, shall and will in case such lease shall be granted to him or them by good and sufficient conveyances and assurances in the law, assign, make over and confirm unto the said Thomas Green, his executors, administrators, or assigns, the said messuage or tenement and premisses hereinbefore mentioned, to be hereby assigned to and for his and their own proper use and benefit, for and during all the residue and remainder of the said term of twelve years and three quarters of a year, which shall be then to come and unexpired: And for all other the estate, term and interest, which he the said Henry Hurle, his executors, administrators or assigns, shall have or be intitled to therein. IN WITNESS, &c.

*And in case the
lease is granted
to him to assign
the same.*

Settled by

Mr. WESTON.

An

An Assignment of Leasehold Premises, as a collateral Security, for the Payment of an Annuity to the Assignee, during the Term of his natural Life.

No. XXXV.

THIS INDENTURE made the —— day of — in the year of our Lord 17—, and in the — year of the reign of our sovereign lord *George the Third*, by the grace of God, of *Great Britain, France, and Ireland*, king defender of the faith, and so forth; Between *John Moore*, of the parish of *Saint George*, in the county of *Middlesex*, *Silk Thrower*, son and one of the legatees in the will of *John Moore*, late of *Brantingham*, in the county of *York*, gentleman, deceased, of the one part; and *Robert Smith*, of the city of *York*, of the other part; *Whereas* by indenture of lease, bearing date on or about the 26th day of *May*, which was in the year of our Lord —, made between *Sir John Coventry*, of *Chadwick*, in the county of *Wilts*, knight of the honourable Order of the Bath, of the one part, and *John Vicaridge*, of *Burly Lodge*, in the county of *Southampton*, gentleman, of the other part; the said *Sir John Coventry*, for the consideration therein mentioned, did demise, grant, bargain, and sell, unto the said *John Vicaridge*, all that messuage, or tenement, with the house, and back-

A lease recit.
ed.

backside thereunto adjoining, then late in the tenure or occupation of *Humbrey Blew*, together with all those parcels of land, meadow, and pasture thereunto belonging, therein and hereinafter express, (that is to say,) one close of pasture, commonly called or known by the name of *Hen Yard*, one close of meadow called *Neather Meadow*, one other close of meadow called *Brook Meadow*, one close of arable land, commonly called or known by the name of the *Neatherlade*, one other close of arable land, called *Prin Furlong*, one close more of arable land, commonly known by the name of *Fiss Pitt*, and one other meadow commonly called or known by the name of *Over Hasky Moor*; in all containing seventy-six acres, or thereabouts, be the same more or less; together with all houses, barns, stables, buildings, gardens, orchards, backsides, ways, waters, water-courses, lands, leasows, seedings, profits, and commodities, with all and singular the appurtenances to the said messuage, or tenement, belonging, or in any wise appertaining; all which premisses, are situate, lying, and being in the *Town Fields*, and territories of *Gosmire*, in the parish of *Stone*, in the county of *Stafford*; (except as therein is excepted,) To hold unto the said *John Vicaridge*, his executors, administrators, and assigns, from the day of the date thereof, for and during, and unto the full end and term of fourscore and nineteen years, from thence

thence next ensuing, and fully to be compleat and ended, at and under the yearly rent of two shillings and sixpence, payable half yearly, as in and by the said indenture of lease, relation being thereunto had may appear; *And whereas* by divers mesne assignments, and other lawful ways and means, the said messuage, or tenement, land, ground, hereditaments, and premisses, by the said recited indenture demised, with their and every of their appurtenances, became lawfully vested in the said *John Moore*, father of the said *John Moore* party hereto, for and during all the rest and residue of the said term of fourscore and nineteen years, demised by the said recited indenture of lease; *And whereas* the said *John Moore* the father, died on or about the — day of — last, having first made his last will and testament in writing, bearing date on or about the 22d day of *August*, 17—, and thereby (amongst other things,) gave all his leasehold estate at *Gofmore*, in the county of *Stafford*, (being the premisses demised by the said indenture of lease,) unto his wife *Sarah Moore*, in trust, that she by and out of the rents and profits of the premisses, or by mortgage or sale thereof, or of some competent part thereof, should discharge his funeral expences, and all his just debts, not thereinafter or otherwise in his life-time particularly, provided for, or secured, and after payment thereof, then in trust, to and for the

which lease
by divers
mesne assign-
ments became
vested in the
father of the
assignor,

who died hav-
ing made a will,
whereby he
gave the pre-
misses to his
wife in trust,
thereout to
pay his funeral
expences and
debts, and after
payment there-
of, then in
trust for the
use of his son.

use and benefit of his son the said *John Moore* party hereto, his executors, and administrators; and appointed his said wife sole executrix of his said will, as by the same duly proved by the said executrix, in the proper ecclesiastical court, relation being thereto had may appear: And whereas in and by one bond, or obligation, bearing even date with these presents, he the said *John Moore*, party hereto, is become and stands bound unto the said *Robert Smith*, in the penal sum of one thousand pounds, of lawful money of Great Britain, conditioned for payment of one annuity, or yearly sum of twenty-five pounds, unto him the said *Robert Smith*, or his assigns, during his natural life, by quarterly payments, on the four most usual feasts or days of payment in the year hereafter mentioned, as in and by the said bond, or obligation and condition thereof, may (relation being thereto had,) more at large appear. Now this INDENTURE WITNESSETH, That as well for the better securing and more sure payment of the said annuity, or yearly sum of twenty-five pounds, unto the said *Robert Smith*, or his assigns, during the term of his natural life, according to the condition of the said recited bond, as also for and in consideration of the sum of five shillings, of lawful money of Great Britain, to the said *John Moore*, party hereto, in hand, at or before the sealing and delivery of these presents, by the said *Robert Smith*, well

A bond recited
whereby an an-
nuity was se-
cured to the
assignee in this
deed.

As a further
security there-
fore,

the assignor
assigns the
premises.

well and truly paid, the receipt, whereof is hereby acknowledged, he the said *John Moore*, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents, doth grant, bargain, sell, assign, transfer, and set over unto the said *Robert Smith*, as well the said recited indenture of lease, and all assignments of the same, as the said messuage, or tenement, land, ground, hereditaments, and premisses, therein and thereby demised and assigned, with their and every of their appurtenances; and also all the estate, right, title, interest, term of years to come and unexpired, property, claim, and demand whatsoever, both at law, and in equity, of him the said *John Moore*, of, in, and to the same premisses, or any part or parcel thereof; *To have and to hold*, as well the said recited indenture of lease, and all assignments of the same, as the said messuage, or tenement, land, ground, hereditaments, and premisses therein, and thereby demised and assigned, with their and every of their appurtenances, unto the said *Robert Smith*, his executors, administrators, and assigns, from henceforth, for, and during all the rest, residue, and remainder of the said term of four score and nineteen years, in and by the said recited indenture of lease, granted and therein yet to come and unexpired, in as full, large, ample, and beneficial manner and form, to all intents and purposes, as he the said *John Moore*,

Habendum.

H h 2

Moore,

Original Precedents

Proviso for
avoiding this
assignment up-
on the due pay-
ment of the
annuity secured
by the recited
bond.

Moore, his executors, administrators, or assigns, might or could have held and enjoyed the same, if these presents had never been made: *Provided* always, and these presents are upon this condition nevertheless, that if the said John Moore, his heirs, executors, administrators, or assigns, do and shall yearly and every year, during the natural life of the said Robert Smith, well and truly pay, or cause to be paid unto the said Robert Smith, or his assigns, the said annuity, or clear yearly sum of twenty-five pounds, by four quarterly payments, on the four most usual feasts or days of payment, in the year, (that is to say,) the Feasts of the Annunciation of the Blessed Virgin Mary, the Nativity of St. John the Baptist, St. Michael the Archangel, and the Birth of our Lord Christ, by even and equal portions, the first payment thereof to begin and be made on the Feast Day of the Annunciation of the Blessed Virgin Mary, next ensuing the date hereof, according to the condition of the said recited bond, and in discharge of the same, then these presents and every article, clause, and thing herein contained, shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof, in any wise notwithstanding; *And* the said John Moore, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said Robert Smith, his executors, administrators, and assigns,

assigns, by these presents, in manner and form following, (that is to say,) that he the said *John Moore*, his heirs, executors, or administrators, or some of them, shall and will yearly and every year, during the natural life of the said *Robert Smith*, well and truly pay, or cause to be paid, unto the said *Robert Smith*, or his assigns, the said annuity, or yearly sum of twenty-five pounds, by equal quarterly payments, on the several feast days, or times hereinbefore limited, and appointed for payment thereof, according to the true intent and meaning of the condition of the said bond, and of the proviso, or condition aforesaid; *And* that for and notwithstanding any act, matter, or thing by him the said *John Moore*, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease, at the time of the sealing and delivery of these presents, is good, effectual, and valid in the law, of, and for the premises thereby demised, and the same, and the term of years thereby leased are now in being, and in no wise forfeited, surrendered, incumbered, or become void or voidable: *And* that (for and notwithstanding any such act, matter, or thing as aforesaid) he the said *John Moore* hath in himself good right, full power, and lawful and absolute authority to assign, and set over the said indenture of lease, and the said messuage or tenement, land, ground, hereditaments, and premisses thereby

**Covenant for
the due pay-
ment of the
annuity.**

That the lease
is valid.

H h 3 demised

Covenant that
the assignee af-
ter breach of
the proviso
may peaceably
enjoy, &c.

demised and meant or intended to be hereby
assigned, with their and every of their appurte-
nances, unto the said *Robert Smith*, his executors,
administrators, and assigns, in manner and form
aforesaid; And further that he the said *Robert*
Smith, his executors, administrators, and assigns,
shall and may from and after breach of the pro-
viso and covenant hereinbefore contained, from
time to time and at all times then after, during
the residue and remainder of the said term,
of fourscore and nineteen years, peaceably and
quietly have, hold, occupy, possess, and enjoy,
all and singular the premisses hereby assigned
and set over, or mentioned or intended so to
be, and every part and parcel thereof, with
their and every of their appurtenances, with-
out any lawful let, suit, trouble, denial, dis-
turbance, molestation, or interruption whatso-
ever, of, or by the said *John Moore*, his ex-
ecutors, administrators, or assigns, or of or by
any other person or persons lawfully claiming
or to claim, by, from, or under him, them, or
any of them freed and discharged, of and from
all and all manner of former and other incum-
brances whatsoever, had, made, done, commit-
ted, or suffered by the said *John Moore*, his
executors, administrators or assigns, or of, or
by any other person or persons lawfully claim-
ing or to claim, by, from or under him,
them, or any of them; And further that he the
said *John Moore*, his executors, administrators,

Covenant for
further, as
frances,

or assigns, and all and every other person or persons, having or lawfully claiming any estate, right, title, or interest, of, in, to, or out of the said premises, hereby assigned, or any part thereof, by, from, under or in trust, for him, them, or any of them, shall and will from time to time and at all times from and after breach of the proviso or condition aforesaid, at the request, costs, and charges of the said *Robert Smith*, his executors, administrators, or assigns, make, do, and execute, or cause, and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring of all and singular the said premises hereinbefore mentioned, and intended to be hereby assigned, with their and every of their appurtenances, unto the said *Robert Smith*, his executors, administrators, and assigns, for and during all the rest and residue of the said term of four score and nineteen years, which shall be then to come and unexpired, as by the said *Robert Smith*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised, and required. *And lastly*, the said *Robert Smith*, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said *John Moore*, his executors, administrators, and assigns,

H h 4

by

Covenant that
assignor shall en-
joy the premises
till the breach
of the proviso.

by these presents, that until breach shall happen to be made of the above written proviso or condition, it shall and may be lawful to and for the said *John Moore*, his executors, administrators, and assigns, peaceably and quietly to hold and enjoy the said premisses, and receive and take the rents, issues, and profits thereof, to his and their own use and uses, without the let, denial, molestation, or hindrance whatsoever, of him the said *Robert Smith*, his executors, administrators or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim, by, from or under him them or any of them. IN WITNESS, &c.

T. W. W.

Cases in respect to Assignments.

No. I.

Whether a Lease containing a Covenant from the Lessee not to assign without the consent of the Lessor may be assigned.

23th Dec. 1770.

BY INDENTURE of lease of that date, made between *John Conquest* of the parish of *Saint Mary-le-Bone*, in the county of *Middlesex*, esquire, of the one part, and *William Williams* of the parish of *St. George, Hanover Square*, brewer, of the other part: It was witnessed, that for the considerations therein mentioned, he the said *John Conquest* did demise, lease, and to farm let, unto the said *William Williams*, the house and brew-house,

house, with the appurtenances, occupied by the said *William Williams*, to hold unto the said *William Williams*, his executors, administrators, and assigns, from the 25th day of *December* then next ensuing, for and during and unto the full end and term of sixteen years from thence next ensuing, and fully to be completed and ended.

In which said indenture of lease were contained only the common and usual covenants, and *Williams* executed a counterpart of such lease.

On the back of the above mentioned lease and counterpart, were agreements and memorandums in the following words, but they were not stamped:

“ *Memorandum*.—Before the execution of the
“ within indenture of lease it was mu-
“ tually agreed to, by and between the
“ parties within mentioned, that neither
“ he the within mentioned *William Wil-*
“ *liams* or his executors, shall assign the
“ said lease without the consent of the
“ said *John Conquest* in writing first had
“ and obtained, or the same to be forfeit-
“ ed thereon, witness our hands.”

Which agreements were signed by p
each party.

On the 18th day of *December* last, a commis-
sion of bankruptcy was awarded and issued
against the said *William Williams*, and he was
there-
fore

thereupon declared a bankrupt and an assignment of his estate and effects was soon afterwards executed by the major part of the commissioners in the said commission named, to *John Gray, George Till, and Walter White*, in trust for the benefit of themselves and other the creditors of the said *William Williams*.

The estate and effects of said *William Williams* being soon afterwards sold by public auction, by order of the assignees, Mr. *Oldfield* of *South Audley-street*, grocer, was declared the best bidder for the above lease, together with some erections on the premises, at the sum of fifty-two pounds and ten shillings.

And on the — day of — last, the assignees under the said commission assigned said lease to said Mr. *Oldfield* by indorsement on the back thereof which indorsement is properly stamped.

Mr. Oldfield is no ways desirous of quitting his said purchase, as he can dispose of the same to advantage, provided his title is good under the assignment from the assignees, but on the other hand, is somewhat uneasy, being apprehensive that the lessor of said premises may insist that the assignees had no right to assign said lease without his consent, and that the same is a forfeiture under the agreement signed by the lessor on the back of the counterpart of lease as above stated.

Is this the place where I should go? Your
beloved

Your opinion is therefore desired, whether the assignment of said lease from the assignees of said *William Williams* to Mr. *Oldfield* in manner aforesaid, is a good title for the residue of the term to come in their lease, notwithstanding the memorandum or agreement respectively indorsed on the lease and counterpart, and signed by the parties thereto; and whether Mr. *Oldfield* can with safety make another assignment thereof to a purchaser.

I am of opinion the assignees under the commission had a right to assign the lease notwithstanding the memorandum upon it, as they came to it by act of law and not by assignment, from the lessee, and as the memorandum restrains the lessee and his executors only from assigning without consent, I think Mr. *Oldfield*, who comes in under the assignees, is not restrained by the memorandum from assigning without consent.

J. WALLACE.

But in another case where there was a covenant inserted in the lease not to assign without the consent of the lessor first obtained in writing, and a question arose, whether a person could take an assignment

Assignment thereof notwithstanding, the following opinion was given by a gentleman at present within the bar:

*It seems to me to be impossible for C. to take with safety either a lease or an assignment of the premisses without the consent of A. *—If he had the consent of A. to take him for his tenant he would be liable to all the restraints, covenants, and penalties contained in the lease to B. †—But if B. either lets or assigns the premisses to C. against the consent of A., A. may maintain an ejectment, and recover the possession.*

* The lessor. † The lessee.

No. II.

Whether an Assignment of Monies for a small Consideration is (where the amount was not known at the time of Assigning) valid.

GEORGE Jones was lieutenant of the Y. man of war, one of the four ships sent from Madras to Bengal to assist the Nabob and protect the English Settlements, for which the Nabob, as usual, granted the officers and men of those ships a present of twelve lacks and an half of rupees, equal to about one hundred and fifty-six thousand pounds, to be paid by instalments, the last in 1767, but before any payment was made, the Nabob died, and the India Company getting possession of the territories, out of which the donation was to arise, the following

lowing resolution was unanimously agreed to at a general court of proprietors of the said company :

“ That it be recommended to the Court of Directors, to cause so much of the donation to the navy as can be recovered, to be paid out of the arrears of the revenue due to the Nabob of Bengal, and for so much as they shall fall short of the amount of the said donation, the same be paid out of the Company’s dewancee, at such reasonable times as shall be most convenient to their affairs.”

By deed-poll reciting, that the Nabob *Coffem Ally Cawn*, in the *East Indies*, was pleased to give a very considerable sum of money to be distributed among the officers and seamen of his Majesty’s fleet in the *East Indies*, which money had not then been distributed among the persons intitled thereto, but was soon expected so to be, the said *George Jones* in consideration of thirty pound therein mentioned to be paid him by *David Greig* (who was his agent) did assign, transfer, and set over unto the said *David Greig*, all such sum and sums of money as were due and belonging to him for his share and proportion of the said monies, as lieutenant of the ship *Y.* and all his right and interest therein, to hold unto the said *David Greig*, his executors, administrators, and assigns, to his and their own proper use, and appoints the said *David Greig*, his

Original Precedents

In February or
March 1768,

his executors, &c, his attorney to receive the same. The lieutenant (who is sometimes insane) being then in the country, his two uncles waited on Mr. Greig to know how the account stood between them, when Mr. Greig told them, he had advanced the lieutenant thirty pounds on the credit of his *East India* money, and some money on account of his half-pay, and had got a power of attorney from him to receive the same, but made not the least mention of having an absolute assignment thereof and produced to them his account.

At June 1770,

A commission of bankruptcy issued against Mr. Greig, and he has been declared a bankrupt thereon, and Mr. Robert Grant, and Mr. George Patterson were chosen assignees of his estate.

In Nov. 1771.

Half of the said donation was paid by the *East India Company*, and Mr. Grant one of the assignees, by virtue of said assignment, received four hundred and thirty pounds and eleven shillings, for the lieutenant's share thereof, and it is expected the remainder will be paid some time this year.

The lieutenant hath frequently applied, by his uncles, to the assignees, for payment of the four hundred and thirty pounds and eleven shillings, after deducting thereout the thirty pounds advanced him, with lawful interest, which

which they refused to do, insisting on dividing the money amongst the creditors, being an absolute purchase and fair bargain, in the nature of a wager, but the lieutenant hopes the loan will be deemed usurious in a court of law, as there was not the least pretence of any contingency or risque run by the lender, the donation having been directed to be paid by the India Company ten months before, and the lieutenant's share thereof easily ascertained, or at least that a court of equity will relieve him against this fraudulent transaction especially as it appears by the entries in the bankrupt's Books, that he looked upon the money only lent for the lieutenant's account with him, as it stands in his books, is as follows, *viz.*

aid to assignees aslode £. s. d. aid to assignees aslode £. s. d.

To a letter of attorney 5s. - Cash 3 3 0 } These are the 3 3 8 6
 To cash advanced 0 0 0 } first articles in 5s 3 0
 To paid for an assignment 0 0 0 } the amount. 1 11 6
 Total to the assignees 1M 00 00 00 149 15 6
 balance assignees bill to return vd 202 20 0
 nevole bus abanoq vndis has berbou 30 0 0

Qu. Whether lieutenant Jones can by any and what means be relieved either at law or in equity from this unconscionable bargain?

"The letter of attorney can only be construed to be a power to receive this money for lieutenant Jones, and as to Greig, it was

" a fe-

“ a security for the money due to him as
 “ Jones's agent, in any other view it is grossly
 “ fraudulent, and there is no doubt that a
 “ court of equity will decree the assignees to
 “ pay over the ballance of the money received,
 “ and also restrain them from receiving the re-
 “ mainder of it.

“ *Al. Wedderburne.*”

“ Application should be made to the per-
 “ sons who are to pay the remainder of this
 “ money, not to pay the assignees, with which
 “ they will certainly think it their duty to
 “ comply, for it was rather negligent in them
 “ to have made the first payment of four
 “ hundred and thirty pounds and eleven shil-
 “ lings, upon a letter of attorney purporting
 “ to be an assignment in consideration of thirty
 “ pounds.

“ *Al. Wedderburne.*”

MVSEVM
 BRITAN
 NICVM

E R R A T A.

In page 96, line 28, instead of “ *therupon*” read
 “ *therfrom*”

THE END OF THE FIRST VOLUME.

1877

